

WATER RECLAMATION FACILITY LABORATORY TESTING SERVICES AGREEMENT

This Water Reclamation Facility Laboratory Testing Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and MDK, LLC doing business as Western Environmental Testing Laboratory, a Nevada limited liability company (“Provider”).

WITNESSETH:

WHEREAS, the City requires Water Reclamation Facility and Industrial Pretreatment and drinking water laboratory testing, as described in the Water Reclamation Facility Laboratory Testing Bid B-1717 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on July 1, 2024 and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services in the amount not to exceed \$152,785.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to

exceed amount of this Agreement is One Hundred Fifty-Two Thousand, Seven Hundred Eighty-Five Dollars and 00/100 (\$152,785.00). The total not to exceed amount of this Agreement is Seven Hundred Sixty-Three Thousand, Nine Hundred Twenty-Five Dollars and 00/100 (\$763,925.00).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: MDK, LLC d/b/a Western Environmental Testing
Laboratory
Attention: Garry Gray
475 E. Greg Street, #119
Sparks, NV 89431
Phone: 775-355-0202
Email: garryg@wetlaboratory.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

MDK, LLC d/b/a Western Environmental
Testing Laboratory
a Nevada limited liability company

By: _____
Pamela A. Goynes-Brown, Mayor

By: Garry Gray
Name: Garry Gray
Title: Buisness Development

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Invitation to Bid – BID B-1717

Please see the attached page(s).

Mayor
Pamela A. Goynes-Brown

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

February 20, 2024

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **March 12, 2024 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 929-276-0541, Meeting Pin# 526 110 094# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **February 27, 2024 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 402-627-0236, Meeting Pin# 431 790 611#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **March 5, 2024, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(February 20, 2024)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at www.ngemnv.com. There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS

332.065(4), the City shall not enter into the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be

made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall begin on July 1, 2024 and have an initial term of two years. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under the Agreement, the City Manager or his designee may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

If the successful Respondent has no employees, then Exhibit C - Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Invitation to Bid.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Respondent has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

PROFESSIONAL LIABILITY (Errors and Omissions): Insurance appropriate to the Provider's profession, with a limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this contract, the Respondent's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Respondent's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Respondent hereby grants to the City a waiver of any right to subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Respondent, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Respondent to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Respondent shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this Invitation to Bid.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any agreement at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or his/her designee, shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. **TAXES:**
The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.
20. **EXCEPTIONS:**
Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's Bid, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Services Agreement is attached at Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**
21. **FISCAL FUNDING OUT:**
In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.
22. **LIMITATION OF FUNDING:**
The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.
23. **ESCALATION:**
Prices may not be increased during the first two (2) year term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.
24. **AUDIT OF RECORDS:**
- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
 - (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the

records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to

the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Alan Wolfley, Water Reclamation Facility ("WRF") Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1124 or at wolfleya@cityofnorthlasvegas.com and is available Monday through Thursday from 6am to 3:30pm. The City also designates Bryce Burrell, ("WRF") Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1159 or at burrellb@cityofnorthlasvegas.com and is available Sunday through Wednesday from 6am to 3:30pm.

The cutoff date for any questions regarding this is **March 5, 2024, at 12:00 p.m. Local Time.** Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

DEFINITIONS

Bid - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

SCOPE OF WORK

1. Project Background and Description Statement:

The City of North Las Vegas ("City") conducts its Water Reclamation Facility ("WRF") and Industrial Pretreatment and drinking water testing with one vendor.

The testing for the WRF consist of daily, weekly, and quarterly testing of influent and effluent samples with the Acute Toxicity Testing on a monthly basis and chronic Testing on a quarterly basis.

All laboratory test reports shall be submitted in a hard copy and spreadsheet format both of which may be emailed to the WRF designated staff and periodic water testing to designated staff at the Utilities Department. A list of all test required are listed below. The City may add or remove testing as necessary.

2. Scope of Work:

The City of North Las Vegas is requesting laboratory services for the following sections:

Water Reclamation Facility Discharge

- Daily Analysis:

Daily Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D, Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B, EPA 351.2	Wastewater	

Daily Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D Timberline	Wastewater	

	Ammonia -001		
Fecal Coliform	Colilert-18	Wastewater	

- Weekly Analysis:

Weekly Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD – CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D, Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B, EPA 351.2	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Fluoride

Weekly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Nitrogen, Inorganic-Calc. Only	calc.	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Cl, F, NO2, NO3, SO4
Fecal Coliform	Colilert-18	Wastewater	

Weekly Testing Influent CNLV WRF Reuse Water			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Groundwater	
Total Suspended Solids - CWA	SM2540D	Groundwater	
Total Nitrogen	Calc.	Groundwater	
Fecal Coliform	Colilert-18	Wastewater	
Nitrate + Nitrite Nitrogen	EPA 353.2	Wastewater	
Total Kjeldahl Nitrogen	EPA 351.2	Wastewater	

- Monthly Analysis:

Monthly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
Acute Toxicity Testing	EPA2021.0	Wastewater	Bioassay - 48 Hour
Acute Toxicity Testing	EPA2021.0	Wastewater	Bioassay - 96 Hour

- Quarterly Analysis:

Quarterly Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Fluoride
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Metals, 200.7 - CWA	EPA 200.7	Wastewater	B, Fe, Be, Bo, Cd, Cr, Cu, Fe, Mn, Mo, Ni, Ag, Zn
Metals-SDWA 200.8	EPA 200.8	Wastewater	Sb, As, Pb, Se, Ti, U,
Total Recoverable Mercury	EPA 245.2	Wastewater	
Semi VOC	EPA 625	Wastewater	See attachment A
Organochlorine Pesticides & PCB	EPA608	Wastewater	See attachment A
2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA1613B	Wastewater	
Total Cyanide	SM4500	Wastewater	

Volatile Organic Compounds (VOC)	EPA 624	Wastewater	See attachment A
Total Recoverable Boron	EPA 200.2	Wastewater	
Total Recoverable Iron	EPA 200.2	Wastewater	
Total Recoverable Manganese	EPA 200.2	Wastewater	
Sulfide, total (as S)	SM 4500S2	Wastewater	
Asbestos	EPA 100.2	Wastewater	

Quarterly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Cl, F, NO2, NO3, SO4
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Fecal Coliform	SM9222D Colilert-18	Wastewater	
Nitrogen, Inorganic-Calc. Only	calc.	Wastewater	
Metals, 200.7 - CWA	EPA 200.7	Wastewater	B, Fe, Be, Bo, Cd, Cr, Cu, Fe, Mn, Mo, Ni, Ag, Zn
Metals-SDWA 200.8	EPA 200.8	Wastewater	Sb, As, Pb, Se, TI, U
Total Recoverable Mercury	EPA245.2	Wastewater	
Semi VOC	EPA625	Wastewater	See attachment A
Organochlorine Pesticides & PCB	EPA608	Wastewater	See attachment A
2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA1613B	Wastewater	
Total Cyanide	SM4500	Wastewater	
Phenolics, Total CWA	EPA420.1		
Volatile Organic Compounds (VOC)	EPA624	Wastewater	See attachment A
Asbestos	EPA 100.2	Wastewater	
Total Recoverable Boron	EPA 200.2	Wastewater	
Total Recoverable Iron	EPA 200.2	Wastewater	
Total Recoverable Manganese	EPA 200.2	Wastewater	
Sulfide, total (as S)	SM 4500S2	Wastewater	
Analytical Test-Not Otherwise Spec. WRF			**To Be Requested as needed**

Quarterly- Centrifuge Cake WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn	SW846 6010B	Aqueous	Sb, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, Zn
Mercury - CWA	EPA 245.2 SW846 7470A		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B SW846 9045D	Other	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Aqueous	Nitrate, Nitrite, Chloride, Fluoride, Sulfate
Kjeldahl Nitrogen, Total (TKN)	SM 4500NORG	Aqueous	
Ammonia as N - CWA	SM 4500NH3 D Timberline Ammonia-001	Aqueous	
Nitrogen, Total - Calc. Ony	Calc.	Aqueous	
Nitrogen, Organic - Calc. Ony	Calc.	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol

Quarterly- Fine Screen WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn		Aqueous	Inc. Cu, Mo, Ni, Zn
Mercury - CWA	EPA 245.2		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B	Other	
Cyanide, Total - CWA	SM 4500CN C-	Aqueous	Incl. Free Cyanide
Phenolics, Total	EPA420.1	Aqueous	
Flashpoint - CWA	EPA 1010A	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol

Pesticides, Organo Chlorine-EPA 8081	EPA 8081	Aqueous	
PCB's by EPA 8082	EPA 8082		

Quarterly- Coarse Screen WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn		Aqueous	Inc. Cu, Mo, Ni, Zn
Mercury - CWA	EPA 245.2		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B	Other	
Cyanide, Total - CWA	SM 4500CN C-	Aqueous	Incl. Free Cyanide
Phenolics, Total	EPA420.1	Aqueous	
Flashpoint - CWA	EPA 1010A	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol
Pesticides, Organo Chlorine-EPA 8081	EPA 8081	Aqueous	
PCB's by EPA 8082	EPA 8082		

- Annual Analysis:

Annual Testing CNLV Pre-Treatment			
Requested Parameters	Method	Matrix	Remarks
BOD5	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Total Nitrogen	SM4500	Wastewater	
Total Dissolved Solids	SM2540C	Wastewater	
Total Phosphorus	EPA365.1	Wastewater	
Semi VOC	EPA625	Wastewater	
Total Cyanide	SM4500	Wastewater	
Total Recoverable Selenium	EPA200.7	Wastewater	
Total Recoverable Mercury	EPA245.2	Wastewater	
Total Recoverable Copper	EPA200.7	Wastewater	
Total Recoverable Cadmium	EPA200.7	Wastewater	
Total Recoverable Arsenic	EPA200.7	Wastewater	
Total Recoverable Zinc	EPA200.7	Wastewater	
Total Recoverable Silver	EPA200.7	Wastewater	
Total Recoverable Nickel	EPA200.7	Wastewater	

Total Recoverable Lead	EPA200.7	Wastewater	
Total Recoverable Chromium	EPA200.7	Wastewater	
Total Recoverable Beryllium (as Be)	EPA200.7	Wastewater	
Total Recoverable Cobalt	EPA200.7	Wastewater	
Total Recoverable Tin	EPA200.7	Wastewater	
Oil and Grease	EPA418.1	Wastewater	
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**

Annual- Centrifuge Cake Composite WRF			
Requested Parameters	Method	Matrix	Remarks
Mercury - CWA	EPA 245.2, SW846 7471B		
Metals - CWA	SM 200.7, SW846 6010B		Sb, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, Zn
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TCLP SVOC, EPA 8270 - Soil	EPA 8270C	Soil	Incl. Total Cresol
Anions-CWA (F)	EPA 300.0	Aqueous	Fluoride
Pesticides, Organo Chlorine- EPA 8081	EPA 8081A	Aqueous	
Total Cyanide	SW846 9014	Aqueous	
Asbestos	EPA 600	Solid	

- Periodic Analysis

Periodic Testing CNLV Drinking Water			
Requested Parameters	Method	Matrix	Remarks
Fecal Coliform	COLILERT-18	Drinking water	
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**

Attachment A

VOC's by EPA 624 Include:	SVOC's by EPA 625 Include:	
1,1,1-Trichloroethane 1,1,2-Trichloroethane 1,1-Dichloroethylene 1,2-Dichlorobenzene 1,2-Dichloroethane 1,2-Dichloropropane 1,3-Dichlorobenzene 1,3-Dichloropropene Dichlorobromomethane Ethylbenzene Methylene chloride Trans-1,2 Dichloroethylene 1,1,2,2-Tetrachloroethane 1,1-Dichloroethane 1,1-Dichloroethane 1,2,4-Trichlorobenzene 2-ChlOC'Oethyl vinyl ether, (mixed) Acrolein Acrylonitrile Benzene Bormoform Carbon tetrachloride Chlorobenzene Chlorothane Chloroform Dlbromochloromethane Hexachlorobutadiene Methyl bromide (Bromomelthane) Methyl chloride (Chloromelthane) Tetrachloroethylene Toluene Trichloroethylene Vinyl Chloride	1,2 Dichlorobenzene 1,2,4-Trichlorobenzene 1,2-Diphenylhydrazine 1,3-Dichlorobenzene 1,4-Dichlorobenzene 2 - Nitrophenol 2,4 Dichlorophenol 2,4 Dinitrotoluene 2,4,6-Trichlorophenol 2,4-Dimethylphenol 2,4-Dinitrophenol 2,6-Dinitrotoluene 2-Chloronaphthalene 2-Chlorophenol 2-Methyl-4,6-dinitrophenol 3,3-Dichlorobenzidine 4-Bromophenyl-phenyl ether 4-Chloro-3-methylphenol 4-Chlorophenyl phenyl ether 4-Nitrophenol Acenaphthene Acenaphthylene Anthracene Benzidine Benzo (a) pyrene Benzo (b) fluoranthene Benzo (k) fluoranthene Benzo(a)anthracene Benzo(ghi)perylene Bis(2-chloroethoxy)methane Bis(2-chloroethyl)ether Bis(2-chloroisopropyl)ether Bis(2-ethylhexyl)phthalate Butylbenzylphthalate Chrysene Dibenz(a,h)anthracene Diethyl phthalate Dimethyl phthalate Di-n-butylphthalate Di-n-octylphthalate Fluoranthene Fluorene Hexachlorobenzene Hexachlorobutadiene Hexachlorocyclopentadiene Hexachloroethane Indeno(1,2,3-cd)pyrene Isophorone Naphthalene	N-Nitrosodi-N-propylamine N-Nitrosodiphenylamine Pentachlorophenol Phenanthrene Phenol Pyrene

	Nitrobenzene N-Nitrosodimethylamine	
--	--	--

Pesticides & PCB's by EPA 608 Include:		
4,4-DDD	Delta.-BHC	PCB -1016
4,4-DDE	Dieldrin	PCB-1221
4,4-DDT	Endosulfan	PCB-1232
Aldrin	sulfate	PCB-1242
alpha-	Endrin	PCB-1248
Endosulfan	Endrin aldehyde	PCB-1254
alph-BHC	gamma.-BHC	PCB-1260
beta BHC	Heptachlor	Toxaphene
beta.-	Heptachlor	2,3,7,8-Tetrachlorodibenzo-p-dioxin
Endosulfan	epoxide	
Chlordane (tech mix. & metabolites)		

3. Contractor Responsibilities:

The selected contractor shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor, and incidentals necessary to complete the project. Laboratory must send a report for each routinely scheduled sample to the City's WRF designated staff within 14 days after receipt of sample. A special effort will be made to ensure that all of the analytical results for the previous calendar month are complete and have been submitted by the 7th of the following month. Laboratory will notify City's WRF designated staff any time that a complete report is not issued within 14 days. Laboratory will maintain and implement a written quality assurance plan. All quality assurance and quality control procedures will include the following: standardization, calibration, certification, and documentation of maintenance of laboratory equipment and instruments and documentation and quality assurance checks throughout all phases of testing procedures. The City reserves the right to audit the quality assurance plan, documentation, and records.

Successful Bidder will designate a Project Manager to provide contract management and oversight. Provide Name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this contract, it is the Successful Bidder's responsibility to notify the City in writing, within ten (10) calendar days of change.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

EXHIBIT LISTING

Exhibit A - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Respondent should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

Exhibit C –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

Exhibit D – Non-Collusion Affidavit ** this form must be notarized **

Exhibit E – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1717 Water Reclamation Facility Laboratory Testing** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

TELEPHONE NUMBER

FAX NUMBER

ADDRESS OF RESPONDENT

CITY

STATE

ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

____ Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____.

Signature_____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by_____ (name of person making statement).

Notary

Signature_____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission expires: _____



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT E- Written Certification

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE DATE

TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

WATER RECLAMATION FACILITY LABORATORY TESTING SERVICES AGREEMENT

This Water Reclamation Facility Laboratory Testing Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires Water Reclamation Facility and Industrial Pretreatment and drinking water laboratory testing, as described in the Water Reclamation Facility Laboratory Testing Bid B-1717 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on July 1, 2024 and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services [at the rate of OR in the amount of] [\$_____], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct,

and undisputed by the City. The annual not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]). The total not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1717

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

March 7, 2024

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
ADDENDUM #1

This Addendum is issued to update the BID Due Date to the following.

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **March 19, 2024 at 2:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 929-276-0541, Meeting Pin# 526 110 094# on the Bid Due Date.**

A handwritten signature in black ink, appearing to read 'Marie Leake', is positioned above a horizontal line.

Marie Leake
Procurement Manager

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

March 7, 2024

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
ADDENDUM #2

The deadline for questions for this proposal was 12:00 p.m., March 5, 2024. The following are the questions that were received along with the answers to those questions.

Question 1. On any given day, at what time are samples available to be picked up at the Water Reclamation Facility?

Answer: Samples are available by 0800 on any given day.

Question 2. Can other certified and approved analytical methods be used for the testing other than the ones stated in the scope of work?

Answer: The methods outlined in the scope are our preferred methods however we will accept other certified approved methods.

Question 3. Based on the testing that's to take place on Daily, Weekly, Monthly, Quarterly & Annual intervals, would you like each testing parameter priced out and then a total amount for each of the intervals?

Answer: Please refer to the line items tab on NGEM. There are 142 line items you are required to respond to.

Question 4. During the Pre-Bid meeting it was discussed that samples are available to be picked up as early as 7-8am on any given day. In consideration of short holding times and scheduling of these analyses in the laboratory, can the laboratory request that the daily sampling occur at a later time each morning?

Answer: No

Question 5. Can individual line items be “no bid”, or would this make our proposal deemed unresponsive?

Answer: All bid line items must be submitted. No bid on bid line items is not accepted and would make your bid submission deemed unresponsive.

Question 6. Who is the incumbent?

Answer: Western Environmental Testing Laboratory (MDK, LLC)

Question 7. What amount was invoiced for the 2023 fiscal year on this contract?

Answer: \$152,578.00

Question 8. Can method substitutes be offered, or would this make our proposal deemed unresponsive?

Answer: The methods outlined in the scope are our preferred methods however we will accept other certified approved methods.

Question 9. What are the current unit rates for all line items?

Answer: This information can be provide via a Public Records Request. The request can be made at the following link.

<https://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>



Marie Leake
Procurement Manager

City of North Las Vegas
BID B-1717 Water Reclamation Facility Laboratory Testing

Pre-bid Meeting held on February 27, 2024 at 10:00am
via a Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Senior Buyer
Belia Guzman, Buyer
Bryce Burrell, WRF Operations Supervisor

Vendors

Michelle Jasper and Emily Petrunia
Eurofins Environment Testing Southwest, LLC
4625 E Cotton Center Blvd.
Suite 189
Phoenix, AZ 85040
Email: michelle.Jasper@et.eurofinsus.com

Bruce Cunningham
Veritas Laboratories
6245 Harrison Drive, Suite 4
Las Vegas, NV 89120
(702) 321-8315
email: veritaslaboratories@gmail.com

Eydie Schwartz - Senior Business Development Manager
Weck Laboratories, Inc.
4859 Clark Avenue, Industry, CA 91745
Lab: 626-336-2139
Email: Eydie.Schwartz@Wecklabs.com

EXHIBIT B

Bid

Please see attached page(s).



BID B-1717 Addendum 2
Western Environmental Testing Laboratory
MDK, LLC
Supplier Response

Event Information

Number: BID B-1717 Addendum 2
Title: Water Reclamation Facility Laboratory Testing
Type: Invitation for Bid
Issue Date: 2/20/2024
Deadline: 3/19/2024 02:00 PM (PT)
Notes: The City of North Las Vegas ("City") conducts its Water Reclamation Facility ("WRF") and Industrial Pretreatment and drinking water testing with one vendor.

The testing for the WRF consist of daily, weekly, and quarterly testing of influent and effluent samples with the Acute Toxicity Testing on a monthly basis and chronic Testing on a quarterly basis.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Western Environmental Testing Laboratory Information

Contact: Garry Gray
Address: 475 E. Greg St. #119
Sparks, NV 89431
Phone: (775) 355-0202
Fax: (775) 355-0817
Email: garryg@wetlaboratory.com
Web Address: www.wetlaboratory.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Garry Gray

Signature

Submitted at 3/14/2024 10:48:05 AM (PT)

garryg@wetlaboratory.com

Email

Requested Attachments

Required Documents

Exhibits A, B, C, D, and E, must be submitted as part of your Bid response.

City of NLV FINAL-BID B-1717
Water Reclamation Facility
Laboratory Testing (5).pdf

Required Documents

Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

City of North Las Vegas. B-1717
Exceptions 2024 docx.docx

Response Attachments

WETLAB 2018 SOQ.doc

WETLAB SOQ

WETLAB Sparks_Certs 2023 NV00925_NV009252023-3_FY23.pdf

WETLAB Certifications

WETLAB 2023 LV Business License.pdf

Las Vegas Business License

WETLAB MDK LLC Business License 2023.pdf

MDK Inc Business License

WA Andy resume2023.pdf

Andy Smith - Lab Manager Resume

WA CBaker Resume 2023.pdf

Cory Baker-QA/QC Resume

City of North Las Vegas Final Bid-Notary Pages 2024.pdf

Notarized Bid Pages

WA WETLAB WETQAP_Rev.19.pdf

WETLAB QAP

Bid Attributes

1	Acknowledgment of Addendum #1 I acknowledge receipt of Addendum #1 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #1
2	Acknowledgment of Addendum #2 I acknowledge receipt of Addendum #2 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #2

Bid Lines

1	Daily Testing Influent - BOD - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$24.00"/> Total: <input type="text" value="\$7,512.00"/>
2	Daily Testing Influent - Total Suspended Solids - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$14.00"/> Total: <input type="text" value="\$4,382.00"/>
3	Daily Testing Influent - Phosphorus as P, Total Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$14.00"/> Total: <input type="text" value="\$4,382.00"/>
4	Daily Testing Influent - Ammonia, as N - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$17.00"/> Total: <input type="text" value="\$5,321.00"/>
5	Daily Testing Influent - Kjeldahl Nitrogen, Total (TKN) Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$36.00"/> Total: <input type="text" value="\$11,268.00"/>
6	Daily Testing Effluent - BOD - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$24.00"/> Total: <input type="text" value="\$7,512.00"/>
7	Daily Testing Effluent - Total Suspended Solids - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$14.00"/> Total: <input type="text" value="\$4,382.00"/>
8	Daily Testing Effluent - Phosphorus as P, Total Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$14.00"/> Total: <input type="text" value="\$4,382.00"/>
9	Daily Testing Effluent - Ortho-Phosphate as P Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$3,756.00"/>
10	Daily Testing Effluent - Ammonia, as N - CWA Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$17.00"/> Total: <input type="text" value="\$5,321.00"/>
11	Daily Testing Effluent - Fecal Coliform Quantity: <u>313</u> UOM: <u>EACH</u> Unit Price: <input type="text" value="\$17.00"/> Total: <input type="text" value="\$5,321.00"/>

1 2	Weekly Testing Influent - BOD - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$1,152.00"/>
1 3	Weekly Testing Influent - Total Suspended Solids - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
1 4	Weekly Testing Influent - Phosphorus as P, Total	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
1 5	Weekly Testing Influent - Ammonia, as N - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$816.00"/>
1 6	Weekly Testing Influent - Kjeldahl Nitrogen, Total (TKN)	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$36.00"/>	Total: <input type="text" value="\$1,728.00"/>
1 7	Weekly Testing Influent - Total Dissolved Solids- CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
1 8	Weekly Testing Influent - Anions-CWA (F)	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$64.00"/>	Total: <input type="text" value="\$3,072.00"/>
1 9	Weekly Testing Effluent - BOD - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$1,152.00"/>
2 0	Weekly Testing Effluent - Total Suspended Solids - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
2 1	Weekly Testing Effluent - Ortho-Phosphate as P	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$576.00"/>
2 2	Weekly Testing Effluent - Ammonia, as N - CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$816.00"/>
2 3	Weekly Testing Effluent - Phosphorus as P, Total	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
2 4	Weekly Testing Effluent - Kjeldahl Nitrogen, Total (TKN)	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$36.00"/>	Total: <input type="text" value="\$1,728.00"/>
2 5	Weekly Testing Effluent - Total Dissolved Solids- CWA	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$672.00"/>
2 6	Weekly Testing Effluent - Nitrogen, Inorganic-Calc. Only	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
2 7	Weekly Testing Effluent - Anions-CWA (Cl,F,NO2,NO3,SO4)	Quantity: <u>48</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$64.00"/>	Total: <input type="text" value="\$3,072.00"/>

28	Weekly Testing Effluent - Fecal Coliform	Quantity: <u>48</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$816.00"/>
29	Weekly Testing Influent (Reuse Water) - BOD - CWA	Quantity: <u>52</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$1,248.00"/>
30	Weekly Testing Influent (Reuse Water) - Total Suspended Solids - CWA	Quantity: <u>52</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$728.00"/>
31	Weekly Testing Influent (Reuse Water) - Total Nitrogen	Quantity: <u>52</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$57.00"/>	Total: <input type="text" value="\$2,964.00"/>
32	Monthly Testing Effluent - Acute Toxicity Testing - 48 Hour	Quantity: <u>12</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$431.00"/>	Total: <input type="text" value="\$5,172.00"/>
33	Monthly Testing Effluent - Acute Toxicity Testing -96 Hour	Quantity: <u>12</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$331.00"/>	Total: <input type="text" value="\$3,972.00"/>
34	Quarterly Testing Influent - BOD - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$96.00"/>
35	Quarterly Testing Influent - Total Dissolved Solids- CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
36	Quarterly Testing Influent - Total Suspended Solids - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
37	Quarterly Testing Influent - Anions-CWA (F)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$64.00"/>	Total: <input type="text" value="\$256.00"/>
38	Quarterly Testing Influent - Ammonia, as N - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$68.00"/>
39	Quarterly Testing Influent - Kjeldahl Nitrogen, Total (TKN)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$36.00"/>	Total: <input type="text" value="\$144.00"/>
40	Quarterly Testing Influent - Phosphorus as P, Total	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
41	Quarterly Testing Influent - Metals, 200.7 - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
42	Quarterly Testing Influent - Metals-SDWA 200.8	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$96.00"/>
43	Quarterly Testing Influent - Total Recoverable Mercury	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$156.00"/>

44	Quarterly Testing Influent - Semi VOC (SVOC)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$720.00"/>
45	Quarterly Testing Influent - Organochlorine Pesticides & PCB	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$129.00"/>	Total: <input type="text" value="\$516.00"/>
46	Quarterly Testing Influent - 2,3,7,8-Tetrachlorodibenzo-p-dioxin	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$750.00"/>	Total: <input type="text" value="\$3,000.00"/>
47	Quarterly Testing Influent - Total Cyanide	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$180.00"/>
48	Quarterly Testing Influent - Volatile Organic Compounds (VOC)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$360.00"/>
49	Quarterly Testing Influent - Asbestos	Quantity: <u>4</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$144.00"/>	Total: <input type="text" value="\$576.00"/>
50	Quarterly Testing Influent -Total Recoverable Boron	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
51	Quarterly Testing Influent -Total Recoverable Iron	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
52	Quarterly Testing Influent -Total Recoverable Manganese	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
53	Quarterly Testing Influent -Sulfide, total (as S)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$43.00"/>	Total: <input type="text" value="\$172.00"/>
54	Quarterly Testing Effluent - BOD CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$96.00"/>
55	Quarterly Testing Effluent - Total Dissolved Solids- CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
56	Quarterly Testing Effluent - Total Suspended Solids - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
57	Quarterly Testing Effluent - Ortho-Phosphate as P	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$48.00"/>
58	Quarterly Testing Effluent - Anions-CWA (Cl,F,NO2,NO3,SO4)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$64.00"/>	Total: <input type="text" value="\$256.00"/>
59	Quarterly Testing Effluent - Ammonia, as N - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$68.00"/>

60	Quarterly Testing Effluent - Kjeldahl Nitrogen, Total (TKN)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$36.00"/>	Total: <input type="text" value="\$144.00"/>
61	Quarterly Testing Effluent - Phosphorus as P, Total	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$56.00"/>
62	Quarterly Testing Effluent - Fecal Coliform	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$68.00"/>
63	Quarterly Testing Effluent - Nitrogen, Inorganic-Calc. Only	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
64	Quarterly Testing Effluent - Metals, 200.7 - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
65	Quarterly Testing Effluent - Metals-SDWA 200.8	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$96.00"/>
66	Quarterly Testing Effluent - Total Recoverable Mercury	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$156.00"/>
67	Quarterly Testing Effluent - Semi VOC (SVOC)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$720.00"/>
68	Quarterly Testing Effluent - Organochlorine Pesticides & PCB	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$129.00"/>	Total: <input type="text" value="\$516.00"/>
69	Quarterly Testing Effluent - 2,3,7,8-Tetrachlorodibenzo-p-dioxin	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$750.00"/>	Total: <input type="text" value="\$3,000.00"/>
70	Quarterly Testing Effluent - Total Cyanide	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$180.00"/>
71	Quarterly Testing Effluent - Phenolics, Total CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$432.00"/>
72	Quarterly Testing Effluent - Volatile Organic Compounds (VOC)	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$360.00"/>
73	Quarterly Testing Effluent - Asbestos	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$144.00"/>	Total: <input type="text" value="\$576.00"/>
74	Quarterly Testing Effluent- Total Recoverable Boron	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
75	Quarterly Testing Effluent- Total Recoverable Iron	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>

7 6	Quarterly Testing Effluent- Total Recoverable Manganese	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$76.00"/>
7 7	Quarterly Testing Effluent- Sulfide, total (as S)	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$43.00"/>	Total: <input type="text" value="\$172.00"/>
7 8	Analytical Test-Not Otherwise Spec. WRF	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Fixed Price: <input type="text" value="\$3,000.00"/>	Total: <input type="text" value="\$3,000.00"/>
	Item Notes: Bidder must enter \$3,000.00 as unit price for this line			
7 9	Quarterly-Centrifuge Cake - TCLP 8-11- including Cu, Mo,Ni, Zn	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$516.00"/>	Total: <input type="text" value="\$2,064.00"/>
	Item Notes: Mercury – CWA Metals, 200.7 – CWA Preparation for Metals Volitile Organic Compounds, EPA 8260			
8 0	Quarterly-Centrifuge Cake - TPH-FULL-SOLID	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$720.00"/>
	Item Notes: TPH – Diesel Range Organics TPH – Gasoline Range Organics			
8 1	Quarterly-Centrifuge Cake - Total Solids - CWA	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$18.00"/>	Total: <input type="text" value="\$72.00"/>
8 2	Quarterly-Centrifuge Cake - PH - Food, Soils, Solids	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$48.00"/>
8 3	Quarterly-Centrifuge Cake - Anions-CWA (Cl,F,NO2,NO3,SO4)	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$64.00"/>	Total: <input type="text" value="\$256.00"/>
8 4	Quarterly-Centrifuge Cake - Kjeldahl Nitrogen, Total (TKN)	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$36.00"/>	Total: <input type="text" value="\$144.00"/>
8 5	Quarterly-Centrifuge Cake - Ammonia as N - CWA	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$68.00"/>
8 6	Quarterly-Centrifuge Cake - Nitrogen, Total - Calc. Only	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
8 7	Quarterly-Centrifuge Cake - Nitrogen, Organic - Calc. Only	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
8 8	Quarterly-Centrifuge Cake - TCLP SVOC, EPA 8270 - Soil	Quantity: <u> 4 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$662.00"/>	Total: <input type="text" value="\$2,648.00"/>

89	Quarterly- Fine Screen - TCLP 8-11 - including Cu, Mo,Ni, Zn	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$516.00"/>	Total: <input type="text" value="\$2,064.00"/>
	Item Notes: Mercury – CWA Metals, 200.7 – CWA Preparation for Metals Volitile Organic Compounds, EPA 8260			
90	Quarterly- Fine Screen - TPH-FULL-SOLID	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$720.00"/>
	Item Notes: TPH – Diesel Range Organics TPH – Gasoline Range Organics			
91	Quarterly- Fine Screen - Total Solids - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$18.00"/>	Total: <input type="text" value="\$72.00"/>
92	Quarterly- Fine Screen - PH - Food, Soils, Solids	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$48.00"/>
93	Quarterly- Fine Screen - Cyanide, Total - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$180.00"/>
94	Quarterly- Fine Screen - Phenolics, Total	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$432.00"/>
95	Quarterly- Fine Screen - Flashpoint - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$288.00"/>
96	Quarterly- Fine Screen - TCLP SVOC, EPA 8270 - Soil	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$662.00"/>	Total: <input type="text" value="\$2,648.00"/>
97	Quarterly- Fine Screen - Pesticides, Organo Chlorine-EPA 8081	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$185.00"/>	Total: <input type="text" value="\$740.00"/>
98	Quarterly- Fine Screen - PCB's by EPA 8082	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$432.00"/>
99	Quarterly- Coarse Screen - TCLP 8-11- including Cu, Mo,Ni, Zn	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$516.00"/>	Total: <input type="text" value="\$2,064.00"/>
	Item Notes: Mercury – CWA Metals, 200.7 – CWA Preparation for Metals Volitile Organic Compounds, EPA 8260			
100	Quarterly- Coarse Screen - TPH-FULL-SOLID	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$720.00"/>
	Item Notes: TPH – Diesel Range Organics TPH – Gasoline Range Organics			

101	Quarterly- Coarse Screen - Total Solids - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$18.00"/>	Total: <input type="text" value="\$72.00"/>
102	Quarterly- Coarse Screen - PH - Food, Soils, Solids	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$48.00"/>
103	Quarterly- Coarse Screen - Cyanide, Total - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$180.00"/>
104	Quarterly- Coarse Screen - Phenolics, Total	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$432.00"/>
105	Quarterly- Coarse Screen - Flashpoint - CWA	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$288.00"/>
106	Quarterly- Coarse Screen - TCLP SVOC, EPA 8270 - Soil	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$662.00"/>	Total: <input type="text" value="\$2,648.00"/>
107	Quarterly- Coarse Screen - Pesticides, Organo Chlorine-EPA 8081	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$185.00"/>	Total: <input type="text" value="\$740.00"/>
108	Quarterly- Coarse Screen - PCB's by EPA 8082	Quantity: <u>4</u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$432.00"/>
109	Annual – Centrifuge Cake Composite VOCs 8260B	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$90.00"/>
110	Annual – Centrifuge Cake Composite Pesticides and PCBs 8081A	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$185.00"/>	Total: <input type="text" value="\$185.00"/>
111	Annual – Centrifuge Cake Composite SVOCs 8270C	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$180.00"/>
112	Annual – Centrifuge Cake Composite CN (T)	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$45.00"/>
113	Annual – Centrifuge Cake Composite Dioxin (TCDD only)	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$750.00"/>	Total: <input type="text" value="\$750.00"/>

1 1 4	Annual – Centrifuge Cake Composite Metals (As, Se,Tl, Be, Ni, Ag, Zn, Cd, Pb, Cr, Cu, Sb) SW846 6010B	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$283.00"/>	Total: <input type="text" value="\$283.00"/>
1 1 5	Annual – Centrifuge Cake Composite Fluoride EPA 300	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
1 1 6	Annual – Centrifuge Cake Composite Mercury SW846 7471B	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$39.00"/>
1 1 7	Annual – Centrifuge Cake Composite Asbestos	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$144.00"/>	Total: <input type="text" value="\$144.00"/>
1 1 8	Pre-Treatment- Annual Testing - BOD5	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$552.00"/>
1 1 9	Pre-Treatment- Annual Testing - Total Suspended Solids - CWA	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$322.00"/>
1 2 0	Pre-Treatment- Annual Testing - Total Nitrogen	Quantity: <u> 9 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$62.00"/>	Total: <input type="text" value="\$558.00"/>
1 2 1	Pre-Treatment- Annual Testing - Total Dissolved Solids	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$322.00"/>
1 2 2	Pre-Treatment- Annual Testing - Total Phosphorus	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$322.00"/>
1 2 3	Pre-Treatment- Annual Testing - Semi VOC (SVOC)	Quantity: <u> 2 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$360.00"/>
1 2 4	Pre-Treatment- Annual Testing - Total Cyanide	Quantity: <u> 9 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$405.00"/>
1 2 5	Pre-Treatment- Annual Testing - Total Recoverable Selenium	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$552.00"/>
1 2 6	Pre-Treatment- Annual Testing - Total Recoverable Mercury	Quantity: <u> 23 </u> UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$897.00"/>

1 2 7	Pre-Treatment- Annual Testing - Total Recoverable Copper	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$552.00"/>
1 2 8	Pre-Treatment- Annual Testing - Total Recoverable Cadmium	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$437.00"/>
1 2 9	Pre-Treatment- Annual Testing - Total Recoverable Arsenic	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$552.00"/>
1 3 0	Pre-Treatment- Annual Testing - Total Recoverable Zinc	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$437.00"/>
1 3 1	Pre-Treatment- Annual Testing - Total Recoverable Silver	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$437.00"/>
1 3 2	Pre-Treatment- Annual Testing - Total Recoverable Nickel	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$437.00"/>
1 3 3	Pre-Treatment- Annual Testing - Total Recoverable Lead	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$552.00"/>
1 3 4	Pre-Treatment- Annual Testing - Total Recoverable Chromium	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$437.00"/>
1 3 5	Pre-Treatment- Annual Testing - Total Recoverable Beryllium (as Be)	Quantity: <u>9</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$171.00"/>
1 3 6	Pre-Treatment- Annual Testing - Total Recoverable Cobalt	Quantity: <u>2</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$38.00"/>
1 3 7	Pre-Treatment- Annual Testing - Total Recoverable Tin	Quantity: <u>2</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$19.00"/>	Total: <input type="text" value="\$38.00"/>
1 3 8	Pre-Treatment- Annual Testing - Oil and Grease	Quantity: <u>23</u>	UOM: <u>EACH</u>	Unit Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$1,656.00"/>
1 3 9	Annual Testing - Analytical Test-Not Otherwise Spec.	Quantity: <u>1</u>	UOM: <u>EACH</u>	Fixed Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>
	Item Notes: Bidder must enter \$1,000.00 as unit price for this line				
1 4 0	Period Testing CNLV Drinking Water- Fecal Coliform	Quantity: <u>500</u>	UOM: <u>EACH</u>		

1	Period Testing CNLV Drinking Water- Analytical Test-Not Otherwise Spec.
4	
1	Quantity: <u> 1 </u> UOM: <u> EACH </u> Fixed Price: <input type="text" value="\$2,000.00"/> Total: <input type="text" value="\$2,000.00"/>
	Item Notes: Bidder must enter \$2,000.00 as unit price for this line

1	Period Testing CNLV Drinking Water- Analytical Test-Not Otherwise Spec.
4	
2	Quantity: <u> 1 </u> UOM: <u> EACH </u> Fixed Price: <input type="text" value="\$3,000.00"/> Total: <input type="text" value="\$3,000.00"/>
	Item Notes: Bidder must enter \$3,000.00 as unit price for this line

Response Total: \$152,785.00



Statement of Qualifications
2016

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1. Company Overview
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Company Overview

Introduction

Western Environmental Testing Laboratory (WETLAB) located in Sparks, Nevada is a full service, client oriented environmental testing laboratory. We have developed products and services specific to Nevada California, Idaho, Wyoming, and the Lake Tahoe basin to better meet our customer's needs.

WETLAB sets itself apart from the usual environmental laboratory by providing superior customer service. Our client services staff is there to assist you with all your testing needs. In addition, every member of our staff is available to our customers and flexible enough to perform whatever tasks are necessary to meet their project needs. We pride ourselves on developing lasting client relationships.

Laboratory

WETLAB specializes in inorganic and organic analyses including metals, wet chemistry, microbiology, geo-chemistry, volatile and non-volatile compounds. We have a history of supporting clients in the Federal Government (BOR, BLM), municipalities, industrial users, and mining industry as well as a broad base of engineering/ consulting clients. In February 2006 we moved into a brand new state-of-the-art facility designed and built to our own specifications.

Locations

The WETLAB main facility is conveniently located at **475 E Greg Street #119** in Sparks, Nevada. The laboratory occupies an 18,500 square foot building that has individual laboratories for the analysis of metals, minerals, inorganic, organic and microbiology constituents. WETLAB also has satellite offices in Elko at **1084 Lamoille Hwy** and Las Vegas at **3230 Polaris Ave, Suite 3 & 4**.

Capabilities and Services

WETLAB personnel have experience with sample matrices that range from typical water and soil matrices to raw sewage and hazardous wastes.

WETLAB routinely provides comprehensive analytical support on a variety of matrices including:

- | | |
|-----------------|----------------|
| • Wastewater | Groundwater |
| • Surface Water | Drinking Water |
| • Soil | Sludge |
| • Wastes | Filters |
| • Rocks | |

A few of the types (or groups) of compounds for which WETLAB provides services are:

- | | |
|--------------------|---------------------|
| • Metals | General Chemistry |
| • Anions | TCLP Compounds |
| • MWMP Extractions | Priority Pollutants |
| • Microbiology | Mining Chemistry |

We perform testing to comply with the following programs:

- | | |
|---------|------|
| • NPDES | RCRA |
| • SDWA | CWA |

Certifications

WETLAB maintains certifications with the states of Nevada and California under a number of different programs. In addition we are on the approved vendor list for the Bureau of Reclamation. The following pages contain copies of our state certifications.

Quality Assurance Synopsis

Quality Policy

The objective of WETLAB is to produce the highest quality data to meet the needs of our clients. The WETLAB quality assurance system ensures that data is produced in an accurate, precise, legally defensible, timely and cost effective manner. Our Quality Assurance Plan (QAP) provides the structure, policies and responsibility for the execution of quality assurance, quality control and quality assessment programs. The QAP establishes a system that continually monitors operations to assure that WETLAB's defined standards of quality are met. Implementation of the quality assurance program is based on documentation of all aspects of the program, validation and statistical control, and periodic verification and inspection. The Quality Control Program monitors the maintenance of the controlled analytical processes. The quality assessment program incorporates all the necessary elements to ensure that the quality control system is functioning effectively.

Ethics and Data Integrity

WETLAB is dedicated to achieving the highest possible data quality. To achieve these goals, we adhere to the following standards of integrity:

- All work assigned will be performed using methods which are based on EPA approved methodologies, Standard Methods, or written Standard Operating Procedures.
- WETLAB personnel will not intentionally report data values that are not the actual values obtained.
- WETLAB personnel will not intentionally report the dates and times of analysis that are not the actual dates and times of analysis.
- WETLAB personnel will not alter or manipulate data that has been properly obtained.
- WETLAB personnel will not intentionally represent another individual's work as their own.
- If a supervisor requests another WETLAB employee to engage in or perform an activity that the employee believes is compromising data validity or quality, the employee has the right to appeal this action to the owner of the company and/or appropriate regulatory agencies, if necessary

Data Management

Laboratory Information Management System (LIMS)

To better serve our clients WETLAB is using Sample Master LIMS to manage samples throughout the laboratory. This software upgrade has enabled us to better monitor data quality, increase laboratory throughput, and track customer projects. WETLAB offers electronic report customization for unique parameters.

Report Formats

There are very few “standard” formats for analytical reports, except those specified by the various government agencies for which WETLAB provides analytical services. Our database allows clients to choose the report format that best suits their needs or establish a customized report format with minimal set-up time.

Most WETLAB report formats are printed by groups of analytical parameters. The groups generally follow the order of the regulations. The report contains all pertinent information, such as: date sampled, date received, clients' sample I.D., analytical method, units, and/or information required by good laboratory practices.

Data Reporting

All data produced by WETLAB meets our stringent quality assurance requirements and is considered confidential information only to be used by that specific client. WETLAB can provide:

- Reports or data via e-mail, or posted to electronic bulletin boards
- Reports or data in a client's database format
- Printed reports via e-mail, fax and mail
- Full data packages meeting specific data validation requirements

Michelle D. Sherven
President

President, MDK, LLC/WETLAB. (2002-Present)

- Responsible for the facilities layout, acquisition and purchase of instruments, as well as the strategic direction of the company.

Regional Sales Manager, Acculabs, Inc. (2001-2002)

- Generate price quotes, produce analytical proposals, and interact with clients before, during, and after the sales process.

Laboratory Director, Acculabs, Inc. (1998-2001)

- Responsible for daily operations of the Laboratory in Sparks Nevada, including management of day-to-day business operations, personnel requirements, marketing and budgetary compliance.

Customer Service Representative, Aqualab Inc. (1997-1998)

- Responsible for all customer communication and sample submittal. Duties include a full range of customer service needs, including preparation of containers for sampling, log in of samples upon receipt, collection of lab data, submittal of final report and invoice to clients.

Chemist, Aqua Tech Environmental Laboratory (1996-1997)

- Started in sample control department and was promoted to Analytical Chemist in the inorganic department.

Education

- BS, Environmental Science, Dickinson College, Carlisle PA (1996)

Nick Ross
Operations Manager

Operations Manager, WETLAB. (May 2008 - Present)

- Responsible for daily operations of the Laboratory, including management of day-to-day technical operations, personnel requirements, acquisition and purchase of instruments, technical staffing and firing, as well as working with the President to devise the strategic direction of the laboratory. Duties also include overseeing all aspects of the laboratory, client services, project management and sales.

Business Development Manager, WETLAB. (July 2007 – May 2008)

- Responsible for managing sales and marketing for the company

Inorganics Supervisor, WETLAB. (2005 - July 2007)

- Responsible for scheduling the work flow of the Inorganics Department, as well as providing technical assistance and support to the production staff. Duties also include primary analyst in the determination of metals content by ICP, GFAA, and CVAA per EPA, Standard Methods, and SW-846 protocols.

Metals Chemist, WETLAB. (2004 - 2005)

- Responsible for sample preparation and metals analysis utilizing ICP, ICP-MS, GFAA, and CVAA. Assists in method development and certification through the successful completion of Performance Evaluation samples.

Program Supervisor, City of Reno (2000 - 2003)

- Responsible for on-going monitoring and evaluation of program operations, inventory levels, and participant communication. Responsible for staff scheduling and program planning

Education

- BS, Chemistry, University of Nevada Reno, Reno, NV (2003)

Andrew D. Smith
QA and Technical Director

Laboratory Director/ QA Manager, WETLAB. (2007-Present)

- Responsible for implementing, reviewing and maintaining the Laboratory Quality Assurance Program, including data review, upkeep of all laboratory QA records, personnel training and certification, and final report review and signatory.

Laboratory Manager, WETLAB. (2003-2007)

- Responsible for daily operations of the Laboratory, including management of day-to-day technical operations, personnel requirements, data review, quality assurance review and report signatory.

Inorganics Supervisor, WETLAB. (2002-2003)

- Responsible for scheduling the work flow of the Inorganics Department, as well as providing technical assistance and support to the production staff. Duties also include primary analyst in the determination of metals content by ICP, GFAA, and CVAA per EPA, Standard Methods, and SW-846 protocols.

Chemist, Acculabs, Inc. (1997-2002)

- Responsible for setting-up and establishing the metals department at the Sparks, NV facility, including method development and certification through the successful completion of Performance Evaluation samples. Utilized classical wet chemistry techniques per EPA and Standard Methods to determine inorganic parameters, and SW-846 protocols in the determination of metals content by ICP, GFAA, and CVAA instrumentation.

Quality Assurance Technician, Hunt-Wesson, Inc. (1996-1997)

- Responsible for performing various analyses, including physical property tests, in order to ensure quality control and product consistency.

Education

- BS, Chemistry, Adams State College, Alamosa CO (1996)

Logan Greenwood

Sample Control Manager

Sample Control Manager, WETLAB (2016 - Present)

- Responsible for daily operations of Sample Control Department. Logan and his staff receive and login samples, disperse to the laboratory and sub-contract facilities and ensure proper handling throughout the sample life.

Project Manager, WETLAB (2013 - 2016)

- Responsible for the client services and project management functions of the laboratory.

Client Services Specialist, WETLAB (2012 - 2013)

- Responsible for proper receiving on login of samples collected and issued to WETLAB by its clients.

Education

- BS, Environmental Studies: Water Quality Technology, Sonoma State University (2012)

Project Experience

- **Client:** **McClelland Laboratories (Nevada)**
- **Contact:** Mr. Gene McClelland,
- **Project:** Analysis of process solutions, water samples, soils and soil leachates to determine their inorganic constituents. This work is done to assess compliance with the Nevada Department of Environmental Protections regulations for water pollution (under NDEP form 0190).

- **Client:** **Lyon County Utilities (Nevada)**
- **Contact:** Mr. Skeet Sellers
- **Project:** Weekly testing of wastewater samples to monitor plant efficiencies and comply with NDEP. Routine analysis includes BOD, TSS, pH, fecal coliform, nitrogen and phosphorus. Additional monthly and quarterly testing of monitor wells and sludge is also required.

- **Client:** **Applied Soil & Water Technology (Nevada)**
- **Contact:** Mr. Steve Morrow
- **Project:** Analyze groundwater, soils, and solids from a mine closure site in Fallon, Nevada. Analyses include metals and inorganic chemicals

- **Client:** **City of Elko WRF (Nevada)**
- **Contact:** Mr. Phil Snyder
- **Project:** Analysis of wastewater and monitor well samples to comply with NDEP requirements. Analyses include a variety of wet chemistry and metals. Also analysis of biosolids for disposal purposes.

- **Client:** **Squaw Valley Ski Corporation (California)**
- **Contact:** Mr. Tom Kelly
- **Project:** Analysis of snowmelt runoff samples for nutrient content to comply with LRWQCB requirements. Also, monthly analysis of drinking water samples for bacteria and other title 22 constituents.

- **Client:** **Barrick Goldstrike Mines, Inc. (Nevada)**
- **Contact:** Ms. Shannon Barngrover
- **Project:** Analysis of MW, WW and soil samples to comply with NDEP requirements. Analyses include a variety of metals, inorganic and organic chemicals.

- **Client:** **Bureau of Reclamation (California)**
- **Contact:** Mr. Victor Stokmanis
- **Project:** Analysis of monitor well and surface water samples to determine their inorganic constituents. Analysis includes a variety of metals and wet chemistry compounds

- **Client:** **SRK Consulting**
- **Contact:** Mr. Jeff Parshley
- **Project:** Analysis of groundwater, soils, monitor well and surface water samples to determine their inorganic constituents. One project included the determination of mineral recovery efficiencies through the analysis of core soil samples using multiple leaching solutions.

Jana Freeman

Laboratory Scientist

Laboratory Scientist, WETLAB (February 2011-Present)

- Utilize classical wet chemistry techniques per EPA, Standard Methods and SW-846 protocols to determine inorganic parameters. Performs sample preparations for all analysis, as well analysis on all bench tests.

Laboratory Manager, WETLAB (July 2008-February 2011)

- Responsible for scheduling the work flow of the production staff, as well as providing technical assistance and support.

Laboratory Scientist, WETLAB (May 2002-July 2008)

- Utilize classical wet chemistry techniques per EPA, Standard Methods and SW-846 protocols to determine inorganic parameters. Performs sample preparations for all analysis, as well analysis on all bench tests.

Laboratory Technician, Acculabs, Inc. (2001-2002)

- Performs sample preparations for metals analysis, as well as daily quality control checks, glassware cleaning and waste disposal.

Laboratory Technician, American Assay Labs (1989)

- Performed sample preparation and metals analysis by FLAA.

Laboratory Technician, Chemax Labs (1989)

- Performed general laboratory duties per Good Laboratory Practices.

Laboratory Technician, Barringer Labs (1980-1989)

- Performed all aspects of sample preparation and analysis relevant to the commercial mining industry, including fire assay. Responsible for the quality control of all samples, as well as training of all new employees.

Education

- Sparks High School, Sparks, NV (1980)

Matthew Weikel

Inorganic Laboratory Manager

Inorganic Laboratory Manager, WETLAB (Sep 2013 – Present)

- Responsible for scheduling the work flow of the production staff, as well as providing technical assistance and support.

Sr. Laboratory Scientist, WETLAB (Nov 2008-Sep 2013)

- Utilize classical wet chemistry techniques per EPA, Standard Methods and SW-846 protocols to determine inorganic parameters. Responsible for the operation of IC, Lachat, ICP-OES, ICP/MS.

Analytical Chemist, Alpha Analytical (2004-2008)

- Utilize techniques per EPA, Standard Methods and SW-846 protocols to determine inorganic parameters. Utilizing instrumentation including IC, HPLC, GC and ICP/MS. Responsible for the maintenance and repair instrumentation

Interim Branch Manager, ALS Chemex (2004)

- Managed the daily operations of Fairbanks, AK sample prep facility.

Fire Assay Chemist, ALS Chemex (2003)

- Performed various assaying procedures for the determination of precious metals.

Analytical Chemist /Environmental Manager, American Assay Laboratories (1998-2002)

- Responsible for daily operations of the Environmental Department, including preparation and analysis of samples and client services.

Education

- BS, Biochemistry, University of Nevada-Reno, Reno, NV (expected 2013)

City of North Las Vegas

Invitation To Bid

Bid B-1717 Water Reclamation Facility Laboratory Services

EXHIBIT F – Exceptions to North Las Vegas Services Agreement

None



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

MDK, LLC DBA Western Environmental Testing Laboratory

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 29, 2016

Expiration Date: February 28, 2024

WBENC National Certification Number: 2005128381

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Authorized by Pamela Williamson, President &
CEO Women's Business Enterprise Council -
West

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541380

UNSPSC: 70171602, 70171606, 77000000, 77121600, 77121606, 77121609, 77121610, 77121700, 77121701, 77121707, 77131701



Mayor
Pamela A. Goynes-Brown

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

February 20, 2024

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **March 12, 2024 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 929-276-0541, Meeting Pin# 526 110 094# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **February 27, 2024 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 402-627-0236, Meeting Pin# 431 790 611#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **March 5, 2024, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(February 20, 2024)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at www.ngemnv.com. There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS

332.065(4), the City shall not enter into the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be

made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall begin on July 1, 2024 and have an initial term of two years. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under the Agreement, the City Manager or his designee may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

If the successful Respondent has no employees, then Exhibit C - Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Invitation to Bid.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Respondent has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

PROFESSIONAL LIABILITY (Errors and Omissions): Insurance appropriate to the Provider's profession, with a limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this contract, the Respondent's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Respondent's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Respondent hereby grants to the City a waiver of any right to subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Respondent, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Respondent to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Respondent shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this Invitation to Bid.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any agreement at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or his/her designee, shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. **TAXES:**
The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.
20. **EXCEPTIONS:**
Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's Bid, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Services Agreement is attached at Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**
21. **FISCAL FUNDING OUT:**
In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.
22. **LIMITATION OF FUNDING:**
The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.
23. **ESCALATION:**
Prices may not be increased during the first two (2) year term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.
24. **AUDIT OF RECORDS:**
- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
 - (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the

records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to

the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Alan Wolfley, Water Reclamation Facility ("WRF") Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1124 or at wolfleya@cityofnorthlasvegas.com and is available Monday through Thursday from 6am to 3:30pm. The City also designates Bryce Burrell, ("WRF") Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1159 or at burrellb@cityofnorthlasvegas.com and is available Sunday through Wednesday from 6am to 3:30pm.

The cutoff date for any questions regarding this is **March 5, 2024, at 12:00 p.m. Local Time.** Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

DEFINITIONS

Bid - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

SCOPE OF WORK

1. Project Background and Description Statement:

The City of North Las Vegas ("City") conducts its Water Reclamation Facility ("WRF") and Industrial Pretreatment and drinking water testing with one vendor.

The testing for the WRF consist of daily, weekly, and quarterly testing of influent and effluent samples with the Acute Toxicity Testing on a monthly basis and chronic Testing on a quarterly basis.

All laboratory test reports shall be submitted in a hard copy and spreadsheet format both of which may be emailed to the WRF designated staff and periodic water testing to designated staff at the Utilities Department. A list of all test required are listed below. The City may add or remove testing as necessary.

2. Scope of Work:

The City of North Las Vegas is requesting laboratory services for the following sections:

Water Reclamation Facility Discharge

- Daily Analysis:

Daily Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D, Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B, EPA 351.2	Wastewater	

Daily Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D Timberline	Wastewater	

	Ammonia -001		
Fecal Coliform	Colilert-18	Wastewater	

- Weekly Analysis:

Weekly Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD – CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D, Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B, EPA 351.2	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Fluoride

Weekly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Nitrogen, Inorganic-Calc. Only	calc.	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Cl, F, NO2, NO3, SO4
Fecal Coliform	Colilert-18	Wastewater	

Weekly Testing Influent CNLV WRF Reuse Water			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Groundwater	
Total Suspended Solids - CWA	SM2540D	Groundwater	
Total Nitrogen	Calc.	Groundwater	
Fecal Coliform	Colilert-18	Wastewater	
Nitrate + Nitrite Nitrogen	EPA 353.2	Wastewater	
Total Kjeldahl Nitrogen	EPA 351.2	Wastewater	

- Monthly Analysis:

Monthly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
Acute Toxicity Testing	EPA2021.0	Wastewater	Bioassay - 48 Hour
Acute Toxicity Testing	EPA2021.0	Wastewater	Bioassay - 96 Hour

- Quarterly Analysis:

Quarterly Testing Influent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Fluoride
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Metals, 200.7 - CWA	EPA 200.7	Wastewater	B, Fe, Be, Bo, Cd, Cr, Cu, Fe, Mn, Mo, Ni, Ag, Zn
Metals-SDWA 200.8	EPA 200.8	Wastewater	Sb, As, Pb, Se, Ti, U,
Total Recoverable Mercury	EPA 245.2	Wastewater	
Semi VOC	EPA 625	Wastewater	See attachment A
Organochlorine Pesticides & PCB	EPA608	Wastewater	See attachment A
2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA1613B	Wastewater	
Total Cyanide	SM4500	Wastewater	

Volatile Organic Compounds (VOC)	EPA 624	Wastewater	See attachment A
Total Recoverable Boron	EPA 200.2	Wastewater	
Total Recoverable Iron	EPA 200.2	Wastewater	
Total Recoverable Manganese	EPA 200.2	Wastewater	
Sulfide, total (as S)	SM 4500S2	Wastewater	
Asbestos	EPA 100.2	Wastewater	

Quarterly Testing Effluent CNLV WRF			
Requested Parameters	Method	Matrix	Remarks
BOD - CWA	SM5210B	Wastewater	
Total Dissolved Solids- CWA	SM2540C	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Ortho-Phosphate as P	SM4500P E	Wastewater	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Wastewater	Cl, F, NO2, NO3, SO4
Ammonia, as N - CWA	SM4500NH3 D Timberline Ammonia -001	Wastewater	
Kjeldahl Nitrogen, Total (TKN)	SM4500NORG B EPA 351.2	Wastewater	
Phosphorus as P, Total	SM4500P E	Wastewater	
Fecal Coliform	SM9222D Colilert-18	Wastewater	
Nitrogen, Inorganic-Calc. Only	calc.	Wastewater	
Metals, 200.7 - CWA	EPA 200.7	Wastewater	B, Fe, Be, Bo, Cd, Cr, Cu, Fe, Mn, Mo, Ni, Ag, Zn
Metals-SDWA 200.8	EPA 200.8	Wastewater	Sb, As, Pb, Se, TI, U
Total Recoverable Mercury	EPA245.2	Wastewater	
Semi VOC	EPA625	Wastewater	See attachment A
Organochlorine Pesticides & PCB	EPA608	Wastewater	See attachment A
2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA1613B	Wastewater	
Total Cyanide	SM4500	Wastewater	
Phenolics, Total CWA	EPA420.1		
Volatile Organic Compounds (VOC)	EPA624	Wastewater	See attachment A
Asbestos	EPA 100.2	Wastewater	
Total Recoverable Boron	EPA 200.2	Wastewater	
Total Recoverable Iron	EPA 200.2	Wastewater	
Total Recoverable Manganese	EPA 200.2	Wastewater	
Sulfide, total (as S)	SM 4500S2	Wastewater	
Analytical Test-Not Otherwise Spec. WRF			**To Be Requested as needed**

Quarterly- Centrifuge Cake WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn	SW846 6010B	Aqueous	Sb, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, Zn
Mercury - CWA	EPA 245.2 SW846 7470A		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B SW846 9045D	Other	
Anions-CWA (Cl,F,NO2,NO3,SO4)	EPA 300.0	Aqueous	Nitrate, Nitrite, Chloride, Fluoride, Sulfate
Kjeldahl Nitrogen, Total (TKN)	SM 4500NORG	Aqueous	
Ammonia as N - CWA	SM 4500NH3 D Timberline Ammonia-001	Aqueous	
Nitrogen, Total - Calc. Ony	Calc.	Aqueous	
Nitrogen, Organic - Calc. Ony	Calc.	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol

Quarterly- Fine Screen WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn		Aqueous	Inc. Cu, Mo, Ni, Zn
Mercury - CWA	EPA 245.2		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B	Other	
Cyanide, Total - CWA	SM 4500CN C-	Aqueous	Incl. Free Cyanide
Phenolics, Total	EPA420.1	Aqueous	
Flashpoint - CWA	EPA 1010A	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol

Pesticides, Organo Chlorine-EPA 8081	EPA 8081	Aqueous	
PCB's by EPA 8082	EPA 8082		

Quarterly- Coarse Screen WRF			
Requested Parameters	Method	Matrix	Remarks
TCLP 8-11 including Cu, Mo, Ni, Zn		Aqueous	Inc. Cu, Mo, Ni, Zn
Mercury - CWA	EPA 245.2		
Metals, 200.7 - CWA	SM 200.7		
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TPH-FULL-SOLID		Solid	
TPH - Diesel Range Organics	EPA 8015B		
TPH - Gasoline Range Organics	EPA 8015B		
Total Solids - CWA	SM 2540B	Aqueous	
PH - Food, Soils, Solids	SM 4500+ B	Other	
Cyanide, Total - CWA	SM 4500CN C-	Aqueous	Incl. Free Cyanide
Phenolics, Total	EPA420.1	Aqueous	
Flashpoint - CWA	EPA 1010A	Aqueous	
TCLP SVOC, EPA 8270 - Soil		Soil	Incl. Total Cresol
Pesticides, Organo Chlorine-EPA 8081	EPA 8081	Aqueous	
PCB's by EPA 8082	EPA 8082		

- Annual Analysis:

Annual Testing CNLV Pre-Treatment			
Requested Parameters	Method	Matrix	Remarks
BOD5	SM5210B	Wastewater	
Total Suspended Solids - CWA	SM2540D	Wastewater	
Total Nitrogen	SM4500	Wastewater	
Total Dissolved Solids	SM2540C	Wastewater	
Total Phosphorus	EPA365.1	Wastewater	
Semi VOC	EPA625	Wastewater	
Total Cyanide	SM4500	Wastewater	
Total Recoverable Selenium	EPA200.7	Wastewater	
Total Recoverable Mercury	EPA245.2	Wastewater	
Total Recoverable Copper	EPA200.7	Wastewater	
Total Recoverable Cadmium	EPA200.7	Wastewater	
Total Recoverable Arsenic	EPA200.7	Wastewater	
Total Recoverable Zinc	EPA200.7	Wastewater	
Total Recoverable Silver	EPA200.7	Wastewater	
Total Recoverable Nickel	EPA200.7	Wastewater	

Total Recoverable Lead	EPA200.7	Wastewater	
Total Recoverable Chromium	EPA200.7	Wastewater	
Total Recoverable Beryllium (as Be)	EPA200.7	Wastewater	
Total Recoverable Cobalt	EPA200.7	Wastewater	
Total Recoverable Tin	EPA200.7	Wastewater	
Oil and Grease	EPA418.1	Wastewater	
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**

Annual- Centrifuge Cake Composite WRF			
Requested Parameters	Method	Matrix	Remarks
Mercury - CWA	EPA 245.2, SW846 7471B		
Metals - CWA	SM 200.7, SW846 6010B		Sb, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, Zn
Preparation for Metals	EPA 200.7		
Volatile Organic Compounds, EPA 8260	EPA 8260B		
TCLP SVOC, EPA 8270 - Soil	EPA 8270C	Soil	Incl. Total Cresol
Anions-CWA (F)	EPA 300.0	Aqueous	Fluoride
Pesticides, Organo Chlorine- EPA 8081	EPA 8081A	Aqueous	
Total Cyanide	SW846 9014	Aqueous	
Asbestos	EPA 600	Solid	

- Periodic Analysis

Periodic Testing CNLV Drinking Water			
Requested Parameters	Method	Matrix	Remarks
Fecal Coliform	COLILERT-18	Drinking water	
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**
Analytical Test-Not Otherwise Spec.			**To Be Requested as needed**

Attachment A

VOC's by EPA 624 Include:	SVOC's by EPA 625 Include:	
1,1,1-Trichloroethane 1,1,2-Trichloroethane 1,1-Dichloroethylene 1,2-Dichlorobenzene 1,2-Dichloroethane 1,2-Dichloropropane 1,3-Dichlorobenzene 1,3-Dichloropropene Dichlorobromomethane Ethylbenzene Methylene chloride Trans-1,2 Dichloroethylene 1,1,2,2-Tetrachloroethane 1,1-Dichloroethane 1,1-Dichloroethane 1,2,4-Trichlorobenzene 2-ChlOC' Oethyl vinyl ether, (mixed) Acrolein Acrylonitrile Benzene Bormoform Carbon tetrachloride Chlorobenzene Chlorothane Chloroform Dlbromochloromethane Hexachlorobutadiene Methyl bromide (Bromomelthane) Methyl chloride (Chloromelthane) Tetrachloroethylene Toluene Trichloroethylene Vinyl Chloride	1,2 Dichlorobenzene 1,2,4-Trichlorobenzene 1,2-Diphenylhydrazine 1,3-Dichlorobenzene 1,4-Dichlorobenzene 2 - Nitrophenol 2,4 Dichlorophenol 2,4 Dinitrotoluene 2,4,6-Trichlorophenol 2,4-Dimethylphenol 2,4-Dinitrophenol 2,6-Dinitrotoluene 2-Chloronaphthalene 2-Chlorophenol 2-Methyl-4,6-dinitrophenol 3,3-Dichlorobenzidine 4-Bromophenyl-phenyl ether 4-Chloro-3-methylphenol 4-Chlorophenyl phenyl ether 4-Nitrophenol Acenaphthene Acenaphthylene Anthracene Benzidine Benzo (a) pyrene Benzo (b) fluoranthene Benzo (k) fluoranthene Benzo(a)anthracene Benzo(ghi)perylene Bis(2-chloroethoxy)methane Bis(2-chloroethyl)ether Bis(2-chloroisopropyl)ether Bis(2-ethylhexyl)phthalate Butylbenzylphthalate Chrysene Dibenz(a,h)anthracene Diethyl phthalate Dimethyl phthalate Di-n-butylphthalate Di-n-octylphthalate Fluoranthene Fluorene Hexachlorobenzene Hexachlorobutadiene Hexachlorocyclopentadiene Hexachloroethane Indeno(1,2,3-cd)pyrene Isophorone Naphthalene	N-Nitrosodi-N-propylamine N-Nitrosodiphenylamine Pentachlorophenol Phenanthrene Phenol Pyrene

	Nitrobenzene N-Nitrosodimethylamine	
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Pesticides & PCB's by EPA 608 Include:		
4,4-DDD	Delta.-BHC	PCB -1016
4,4-DDE	Dieldrin	PCB-1221
4,4-DDT	Endosulfan	PCB-1232
Aldrin	sulfate	PCB-1242
alpha-	Endrin	PCB-1248
Endosulfan	Endrin aldehyde	PCB-1254
alph-BHC	gamma.-BHC	PCB-1260
beta BHC	Heptachlor	Toxaphene
beta.-	Heptachlor	2,3,7,8-Tetrachlorodibenzo-p-dioxin
Endosulfan	epoxide	
Chlordane (tech mix. & metabolites)		

3. Contractor Responsibilities:

The selected contractor shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor, and incidentals necessary to complete the project. Laboratory must send a report for each routinely scheduled sample to the City's WRF designated staff within 14 days after receipt of sample. A special effort will be made to ensure that all of the analytical results for the previous calendar month are complete and have been submitted by the 7th of the following month. Laboratory will notify City's WRF designated staff any time that a complete report is not issued within 14 days. Laboratory will maintain and implement a written quality assurance plan. All quality assurance and quality control procedures will include the following: standardization, calibration, certification, and documentation of maintenance of laboratory equipment and instruments and documentation and quality assurance checks throughout all phases of testing procedures. The City reserves the right to audit the quality assurance plan, documentation, and records.

Successful Bidder will designate a Project Manager to provide contract management and oversight. Provide Name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this contract, it is the Successful Bidder's responsibility to notify the City in writing, within ten (10) calendar days of change.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing**

EXHIBIT LISTING

Exhibit A - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Respondent should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

Exhibit C –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

Exhibit D – Non-Collusion Affidavit ** this form must be notarized **

Exhibit E – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1717 Water Reclamation Facility Laboratory Testing** and constitutes an offer by this company to enter into a contract as described herein.

Garry Gray Western Environmental Testing Laboratory (WETLAB)
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

Garry Gray 3/19/2024
AUTHORIZED SIGNATURE DATE

Business Development (775) 355-0202 (775) 355-0817
TITLE TELEPHONE NUMBER FAX NUMBER

475 E. Greg Street, #119
ADDRESS OF RESPONDENT

Sparks NV 89431
CITY STATE ZIP CODE

E-MAIL ADDRESS: garryg@wetlaboratory.com

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE x WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: Western Environmental Testing Laboratory (WETLAB)

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

WETLAB is a full-service environmental testing facility with locations in Sparks, Elko and Las Vegas, Nevada. We specialize in the analysis of wastewater, drinking water, surface and groundwater, waste characterization, micro-biology and geochemistry in a variety of matrices. WETLAB has over 50 employees and has been in business since 2002.

WETLAB is certified to perform analyses in Nevada, California, Wyoming and Idaho. We have had the distinct privilege of working with the City of North Las Vegas Water Treatment Facility in the past and are quite familiar with the analytical work to be performed and the excellent service expected from their vendors. We are greatly looking forward to once again serving the City of North Las Vegas WTF and providing our expertise.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: Truckee Meadows Water Authority (TMWA)

Company Address: PO Box 30013
Reno, NV 89520

Point of Contact: Kelli Burgess Phone Number: (775) 834-8016

E-Mail Address: kburgess@tmwa.com

Brief Description of Contract Scope: Organic and inorganic water testing as needed, on a weekly, monthly, quarterly and annual basis. Emergency and after hours analytical services also included.

Term of Contract (Base plus Option Years): on-going

Year of Base Contract Award: 2007 Year Contract Completed: on-going

Base Contract Amount: \$ 50K Total Contract Amount (including all option years) \$ 200K per year

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Lyon County Utilities

Company Address: 34 Lakes Blvd. Suite #103, Dayton, NV 89403

Point of Contact: Joe Carter Phone Number: (775) 315-1155

E-Mail Address: jcarter@lyon-county.org

Brief Description of Contract Scope: Organic and inorganic water testing as needed, on a weekly, monthly, quarterly and annual basis. Emergency and after hours analytical services also included.

Term of Contract (Base plus Option Years): on-goin

Year of Base Contract Award: 2007 Year Contract Completed: on-going

Base Contract Amount: \$ 50K Total Contract Amount (including all option years) \$ 150K per year

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$

Example Contract 3:

Company Name: Carson City Waste Water/Public Utilities

Company Address: 3320 E. 5th Street, Carson City, NV 89701

Point of Contact: Kristen Eliassen Phone Number: (775) 777-7375

E-Mail Address: keliassen@carson.org

Brief Description of Contract Scope: Organic and inorganic water testing as needed, on a weekly, monthly, quarterly and annual basis. Emergency and after hours analytical services also included.

Term of Contract (Base plus Option Years): on-going

Year of Base Contract Award: 2008 Year Contract Completed: on-going

Base Contract Amount: \$ 50K Total Contract Amount (including all option years) \$ 180K per year

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Western Environmental Testing Laboratory (WETLAB), being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Garry Gray, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 19th day of March, 2024.

Signature Garry Gray

State of Nevada

County of Washoe

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary

Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Washoe

Garry Gray being first duly sworn deposes that:

- (1) He/She is the Business Development of Western Env. Testing Laboratory (WETLAB), the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Garry Gray
Title: Business Development

Subscribed and sworn to before me this 19th day of March 2024.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

Garry Gray

Charles G. Gray

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

Garry Gray

3-19-2024

AUTHORIZED SIGNATURE

DATE

Business Development

TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

WATER RECLAMATION FACILITY LABORATORY TESTING SERVICES AGREEMENT

This Water Reclamation Facility Laboratory Testing Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires Water Reclamation Facility and Industrial Pretreatment and drinking water laboratory testing, as described in the Water Reclamation Facility Laboratory Testing Bid B-1717 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on July 1, 2024 and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services [at the rate of OR in the amount of] [\$_____], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct,

and undisputed by the City. The annual not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]). The total not to exceed amount of this Agreement is [REDACTED] (\$ [REDACTED]).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1717

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Western Env. Testing Laboratory (WETLAB), being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS-616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Garry Gray, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 13th day of March, 2024.

Signature Garry Gray

State of Nevada

County of Washoe

Signed and sworn to (or affirmed) before me on this 13 day of March, 2024.

by Charles Garrett Gray (name of person making statement).

Notary

Signature Madison Tiede

STAMP AND SEAL

#VCX33O6D0DJL3Wv1

6





CITY OF
NORTH LAS VEGAS

Your Community of Choice

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1717 Water Reclamation Facility Laboratory Testing
EXHIBIT D- Non-Collusion Affidavit

State of Nevada County of Washoe

Garry Gray

being first duly sworn deposes that:

- (1) He/She is the Business Development of Western Env. Testing Lab (WETLAB) the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed):

Garry Gray
Title: Business Development

Subscribed and sworn to before me this 13 day of March 2024

Madison Tiede
Notary Public

My Commission expires: May 8, 2027



Andrew D. Smith

Lab Director

Laboratory Director WETLAB. (2020-Present)

- Responsible for daily operations of the Laboratory, including management of day-to-day technical operations, personnel requirements, state certification maintenance and laboratory production.

Laboratory Director/ QA Manager, WETLAB. (2007-2020)

- Responsible for implementing, reviewing and maintaining the Laboratory Quality Assurance Program, including data review, upkeep of all laboratory QA records, personnel training and certification, and final report review and signatory.

Laboratory Manager, WETLAB. (2003-2007)

- Responsible for daily operations of the Laboratory, including management of day-to-day technical operations, personnel requirements, data review, quality assurance review and report signatory.

Inorganics Supervisor, WETLAB. (2002-2003)

- Responsible for scheduling the work flow of the Inorganics Department, as well as providing technical assistance and support to the production staff. Duties also include primary analyst in the determination of metals content by ICP, GFAA, and CVAA per EPA, Standard Methods, and SW-846 protocols.

Chemist, Acculabs, Inc. (1997-2002)

- Responsible for setting-up and establishing the metals department at the Sparks, NV facility, including method development and certification through the successful completion of Performance Evaluation samples. Utilized classical wet chemistry techniques per EPA and Standard Methods to determine inorganic parameters, and SW-846 protocols in the determination of metals content by ICP, GFAA, and CVAA instrumentation.

Quality Assurance Technician, Hunt-Wesson, Inc. (1996-1997)

- Responsible for performing various analyses, including physical property tests, in order to ensure quality control and product consistency.

Education

- BS, Chemistry, Adams State College, Alamosa CO (1996)

Cory Baker

Email : coryb@wetlaboratory.com Mobile : (775) 997-4135

RECENT WORK EXPERIENCE

December 2022- Present – WETLAB (Western Environmental Testing Laboratory) Quality Assurance Manager

November 2013- December 2022 – WETLAB (Western Environmental Testing Laboratory) Quality Assurance Specialist

Reno, NV

- Report generation for all in house testing including wet chemistry, micro-biology, geo-chemistry and organics testing, ensuring data reported is accurate and meets client's needs for EPA compliance and non-compliance monitoring
- Investigate discrepancies via historical records, ion balances and quality control traceability
- Maintain up-to-date training files and records for testing for global monitoring, corrective action forms, instrument labeling and traceability and QA SOP's
- Train and mentor QA staff and assist analysts as needed
- Prepare and perform internal audits
- Create innovative ways to streamline data entry, review and validation collaboratively with laboratory staff

September 2012- February 2013 – Monterey Bay Aquarium –Interim Assistant Aquarist

Monterey, CA

- Assisted in the monitoring and maintenance of life support for several galleries
- Prepped food and fed animals in exhibits
- Assisted in general building and culturing projects and necropsies as needed

January 2011-June 2011 - The Evergreen State College-Laboratory Aide

Olympia, WA

- Assisted Scientific Instructional Technicians with prepping lab sessions for marine life, introduction to natural history, and other biology and chemistry courses
- Maintained re-circulating systems for student run projects

EDUCATION

- The Evergreen State College ≈Olympia, Washington
 - Bachelors of Science, 2011- major: marine & environmental sciences
- Truckee Meadows Community College ≈Reno, Nevada
 - Associate of Science 2009

TRAINING & AWARDS

- Computer Software Programs: LIMS: Laboratory Information Management System, Microsoft-Word, Excel, PowerPoint, Stella Modeling, Quickbooks and Adobe
- National Science Foundation – SHARKS scholarship 2011-2012
- National Science Foundation – S-STEM grant 2010-2011

REFERENCES

- Made available upon request

WETLAB

Western Environmental Testing Laboratory

QUALITY ASSURANCE PLAN

Prepared by: **Western Environmental Testing Laboratory**
475 E Greg Street #119
Sparks NV 89431

For use by: **Western Environmental Testing Laboratory-Sparks**
475 E Greg Street #119
Sparks NV 89431

Western Environmental Testing Laboratory-Elko
1084 Lamoille Highway
Elko, NV 89801

Western Environmental Testing Laboratory-Las Vegas
3230 Polaris Ave. #4
Las Vegas NV 89102

Lab Contacts-Sparks

Main Line (775) 355-0202
Nick Ross, Operations Manager (775) 200-9878
Cory Baker, QA Manager (775) 200-9879
Andy Smith, Lab Manager (775) 200-9882

Lab Contacts-Elko

Main Line (775) 777-9933
Phaedra Harmening (775) 777-9933
Nick Ross, Operations Manager (775) 200-9878
Cory Baker, QA Manager (775) 200-9879
Andy Smith, Laboratory Technical Manager (775) 200-9882

Lab Contacts-Las Vegas

Main Line (702) 475-8899
Gigi Herchik (702) 475-8899
Nick Ross, Operations Manager (775) 200-9878
Cory Baker, QA Manager (775) 200-9879
Andy Smith, Laboratory Technical Manager (775) 200-9882

April 2023

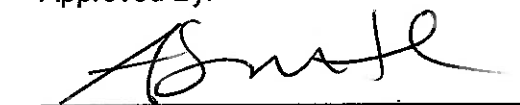
WETLAB

Western Environmental Testing Laboratory

LABORATORY QUALITY ASSURANCE PROGRAM REVISION 19 April 2023

Signature of the authorized individuals below constitutes approval of the general format and composition of this manual. Individual sections are coordinated with the parties responsible for their implementation.

Approved By:



Andy Smith, Lab Manager

Date: 4/13/23



Nick Ross, Operations Manager

Date: 4/13/23

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INTRODUCTION

Western Environmental Testing Laboratory (WETLAB) specializes in analytical chemistry and provides a range of services for the environmental industry. These services include chemical analysis for microbiology, inorganics, organics, mining related testing, and metals, from sources such as surface water, groundwater, drinking water, wastewater, soil, sludge, vegetation, and hazardous wastes.

The Quality Assurance Plan (QAP) describes the management policy, organizational structure, and the specific quality assurance (QA) requirements for inorganic, organic, mining related testing, metals, and microbiological analyses performed at WETLAB. The management at WETLAB advocates the development and use of the best analytical practices as mandated by each testing situation. This QAP adheres to the applicable elements described in ISO/IEC Guide 25-1990, "General Requirements for the Competence of Calibration and Testing Laboratories", and the current revision of the National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems document.

QUALITY POLICY

As a certified laboratory, WETLAB will produce high quality data that is accurate, precise, legally defensible, and meets our client's data requirements in a timely and cost-effective manner. The Quality Assurance program provides guidelines and rules to ensure that all data produced meets or exceeds WETLAB standards. The quality control program of the laboratory ensures the maintenance of the controlled analytical processes. The quality assessment program incorporates all the necessary elements to ensure that the quality control system is functioning effectively. Implementation of the quality assurance program is based on documentation of all aspects of the program, validation and statistical control, and periodic verification and inspection.

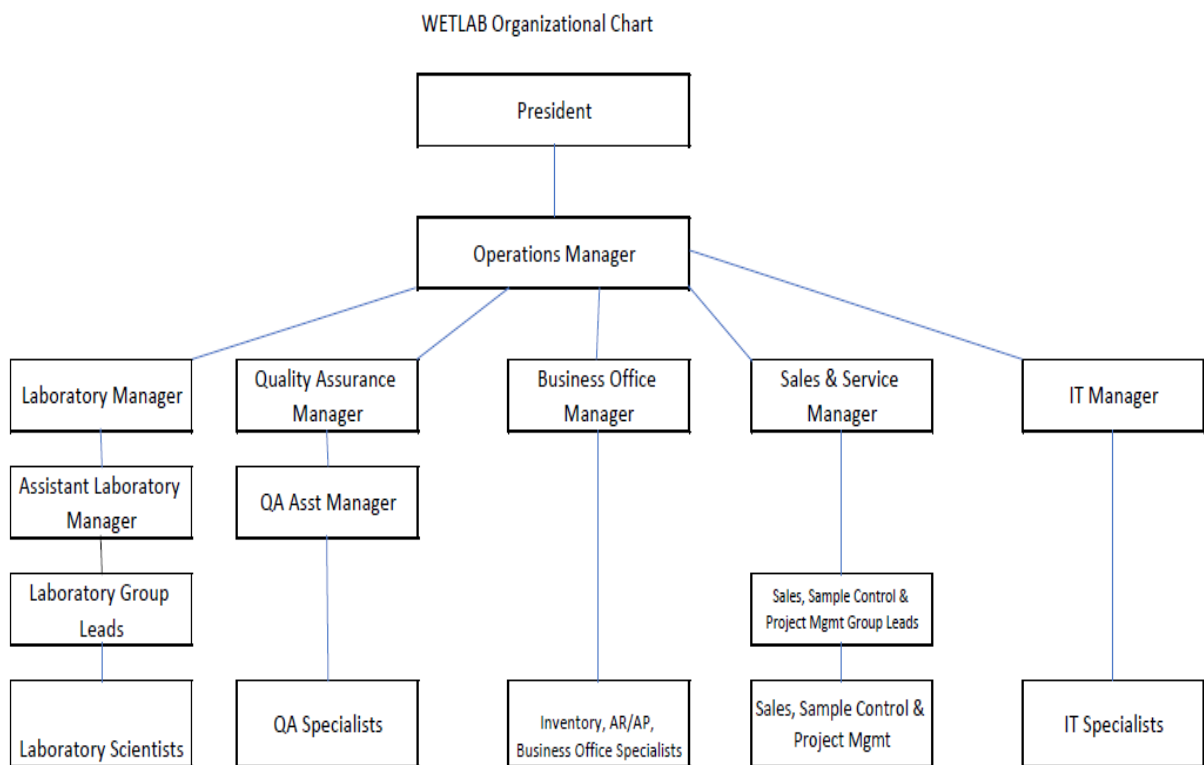
WETLAB is committed to continuous improvement and to providing analytical services that are of the highest quality. WETLAB believes that client satisfaction is the most important service our employees can provide.

The Quality Assurance Manual will be reviewed annually. This will coincide when re-applying for annual certification with Nevada Division of Environmental Protection.

1.0 LABORATORY ORGANIZATION AND MANAGEMENT

1.1 Organizational Chart

FIGURE 1-1-1. WETLAB Organizational Chart



1.2 Management Responsibilities

Professional qualifications and experience of the individuals filling these positions are maintained and resumes are kept on file. As pertaining to experience and qualifications, the specific duties, and responsibilities of WETLAB's key personnel, i.e., President, Operations Manager, QA Manager, Lab Manager, Assistant Managers, and Technical staff are described below.

President:

The President is responsible for the oversight of federal, state, and local adherence to business and laboratory performance of WETLAB. The Operations Manager reports directly to the President. The President has responsibility for all laboratory activities and will provide resources and tools to implement a functional, effective QA program. The President is also responsible for:

- Develop, implement, and ensure adherence to company policies and strategy for quality.
- Provide resources and necessary tools to administer a robust Quality Assurance (QA) program.
- Attentive to current and trending environmental industry requirements.

Operations Manager:

The Operations Manager reports directly to the President. The Operations Manager has sufficient authority and organizational freedom to identify efficiency or personnel problems; to initiate, recommend or provide solutions; and to verify implementation of solutions.

The duties and responsibilities of the Operations Manager are as follows:

- Direct and coordinate the overall operation of the laboratory.
- Ensure the effective utilization of staff, adherence to technical requirements, schedules, and budgets to maximize profits and satisfy clients.
- Responsible for laboratory productivity and turnaround times.
- Supervise group leaders whose are responsible for assigning laboratory priorities.
- Oversee administration of LIMS.
- Ensure the adherence to quality requirements and quality systems on a daily basis by technical staff.
- Provide technical assistance on quality issues to ensure that WETLAB is in compliance with regulatory programs and with the QA program.
- Provide guidance and approve changes in laboratory quality assurance staff.
- Develop, implement, and ensure adherence to company policy and strategy for quality.
- Providing necessary leadership to assure that corporate policy is met.
- Providing resources to implement the formal Quality Assurance (QA) program.

QA Manager:

The QA Manager reports directly to the Operations Manager and is responsible for the implementation of the WETLAB QA program and compliance with standard operating procedures (SOP). The QA Manager or an approved designee reviews all analytical data and signs all laboratory reports. The QA Manager assures that the laboratory staff has the proper training and documentation to perform their jobs and tasks independently and with confidence to perform quality analytical work. The QA Manager has sufficient authority and organizational freedom to identify quality problems; to initiate, recommend or provide solutions; to verify implementation of solutions; and, if necessary, to stop work until the problem is resolved. The QA Manager works directly with the QA Assistant Manager to review standards of work within the laboratory's quality assurance procedures. This includes maintaining documents for training files, reviewing analytical reports for quality, and performing checks and balance work review to monitor sample data integrity, an example is the oversight of cation/anion balances.

The duties of the QA Manager include:

- Overall direction and general administration.
- Review of analytical procedures and practices.
- Training and professional development of staff.
- Review of reports for compliance with WETLAB quality standards and client requirements.
- Notifying the Operations Manager of deficiencies in the quality system and monitoring of corrective actions.
- Monitor external audits, write responses, and ensure corrective actions.
- Perform annual internal audits for all WETLAB locations, write responses, and ensure corrective actions.
- Development of QA procedures, instructions, and plans.
- Maintain surveillance over all applications of the QA plan, make recommendations for resolution of problems, or further evaluation by management.
- Initiate formal corrective action(s).
- Issue stop-work orders for work which is not in compliance with requirements.
- Direct and maintain records of laboratory certification programs.
- Implementation of the Quality Assurance Manual.

Lab Manager:

The Lab Manager reports directly to the Operations Manager and is responsible for the overall supervision of the technical staff with the assistance of the Assistant Lab Manager. The Lab Manager plans and implements the overall policies, procedures, and services for the laboratory department. The Lab Manager is responsible for the health and safety aspects of the laboratory operations including administration of the chemical hygiene and safety plans. The Lab Manager also ensures efficient and effective departmental operations, including quality control and compliance adherence. The Lab Manager organizes and directs daily activities of the laboratory and is responsible for supervising the laboratory personnel. The Lab Manager will be responsible for mentoring staff and promoting their progression through the WETLAB Training Program. The Lab Manager fulfills the role of the Technical Manager and as such must designate a qualified person as the temporary Technical Manager in the event the Lab Manager is absent for 15 consecutive days. In the event the Lab Manager is absent for 35 consecutive days California ELAP must be notified in writing.

The duties of the Lab Manager include:

- Overall direction and general administration.
- Review of analytical procedures and practices.
- Training and professional development of staff.
- Notifying the Operations Manager of deficiencies in the quality system of laboratory equipment and instrumentation
- Participate in external audits ensure corrective actions are completed and adhered to.
- Participate in annual internal audits ensure corrective actions are completed and adhered to.
- Development of lab procedures, instructions, and plans.
- Initiate formal corrective action(s).
- Assist with technical review of proposals, bids, and quotations.
- Administration of the chemical hygiene and safety plans

Group Leads:

The Group Leads report directly to the Assistant Lab Manager and are responsible for maintaining sample throughput and training supervision of the technical staff located in the Chromatography, Instruments, Wet Chemistry and Mining Departments. The Group Leads organize and direct daily tasks for laboratory maintenance, testing requirements, and daily standards. They are also responsible for mentoring staff and promote analyst progression through the WETLAB Training Program.

Technical Staff:

All WETLAB analysts have the primary responsibility for performing their jobs in accordance with the WETLAB SOP's and QA manual. They collaborate with their co-workers and supervisor to ensure that the company's high standard for quality is upheld. They perform and document calibration, preventative maintenance, data processing, and data review

procedures. Technical staff report any nonconformance to their supervisor and QA Manager and participate in company trainings to for continuous education for laboratory best practices

1.3 Ethics Policy

WETLAB utilizes a clearly stated ethics policy which is discussed with all new employees during orientation. Employees participate in annual ethics training. The employee is required to understand the high standards of integrity implied in the duties performed and the data reported in connection with their employment at WETLAB. They understand that intentionally reporting data values that are not the actual values obtained; intentionally reporting days and times of analyses that are not the actual dates and times of analyses; and, intentionally representing another individual's work as their own will be cause for dismissal. They are also required to inform WETLAB of any accidental or intentional reporting of falsified data by themselves or other employees.

2.0 QUALITY SYSTEMS

2.1 Quality Assurance Program

The purpose of this laboratory QA/QC Plan is to provide an overview of the quality systems in effect at WETLAB. The QA program is documented by written policies and procedures. The policies and practices of the quality system presented in this plan are set forth as minimums. Additional quality measures may be required for specific projects.

The principal objective of the QA Program at WETLAB is to provide a product of documented quality which fulfills the requirements of each client's project. The QA program was developed to follow the intent of the ISO/IEC Guide 25-1990, "General Requirements for the Competence of Calibration and Testing Laboratories" and the National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems manual. Both laboratory management and clientele as means of reviewing analytical results for accuracy and reliability utilize the QA program. The basic philosophy regarding quality as detailed in these documents has been used as a guideline for the development of the QA Program at WETLAB. The Program addresses general activity in the following areas:

1. Laboratory Organization and Management
2. Quality Systems
3. Personnel Training and Certification
4. Laboratory Facilities
5. Instrument Calibration, Verification and Maintenance
6. Reagent, Standard and Procurement Control
7. Test Methods and Standard Operating Procedures
8. Sample Management
9. Data Handling, Reporting and Record Keeping
10. Records
11. Statistical Quality Control
12. Laboratory Health and Safety and Waste Management

Within the first 30 days of employment, all new staff is oriented as to the basic elements of

the QA Program. QA Program orientation is included and documented in employee on-boarding. Records are maintained by the HR Department. As part of the basic orientation, new personnel are required to read and understand the QA/QC Plan. It is also a requisite for all staff to attend an annual training on the current QA Manual. This training will be conducted following the annual review of the Quality Assurance Program Plan

Orientation for specific requirements of each department is the responsibility of the department supervisory staff during training of new personnel. The personnel certification procedure describes the specific requirements for obtaining, maintaining, and documenting certification of staff.

Analysts are assigned analytical duties commensurate with their education, experience, and training. Only those personnel experienced in the use of analytical instrumentation are permitted to operate the equipment. A person with the necessary expertise must supervise inexperienced personnel until the former have attained proficiency in the use of a particular piece of equipment. Following an initial training period, laboratory personnel are evaluated by a certified analyst on all aspects of their position. Each analyst must demonstrate the necessary working knowledge of the technical and theoretical aspects of their specialty and position. An individual is authorized to perform only the functions in which they have demonstrated competence.

All equipment necessary for conducting laboratory analyses is maintained and calibrated prior to use. Trained personnel analyze the samples, review data for quality control and enter results into the Laboratory Information Management System (LIMS) database. Within the analysis cycle there are specified inspection points beyond which analysis data do not progress until certain data points have been reviewed and approved. Therefore, data are continually checked throughout the analysis and report preparation cycle.

The QA program functions to ensure that the clients are provided with a product of documented quality. The program is scrutinized and modified when necessary to fulfill the requirements of the client and to continually improve the program. The QA Program is fluid with all federal, state, and local government requirements. Updates from a regulatory agency that directly affect the quality program are immediately addressed.

2.2 QA Reports to Management

For day-to-day reporting, a Corrective Action Report (CAR) (Appendix F) is initiated for situations requiring immediate attention. Distribution of these documents includes the Laboratory Manager, QA Manager and/or Group Leads attention and acknowledgment of the out-of-control situations. A signature of the responsible departments is necessary to approve the corrective action(s) plan to prevent non-adherence to a quality control standard or process.

Results of both external and internal performance audits are distributed to laboratory management for review and action, as appropriate. After acceptable corrective action responses are received and verified for all noted deficiencies, the audit is closed. The QA Manager discusses a status report during management review (section 2.3.3).

2.3 Audits

2.3.1 Internal Audits

Planned and scheduled internal audits are performed to verify compliance with all aspects of the QA program and to determine its effectiveness. It is intended that internal QA audits be utilized as a management tool for enhancement of project operations, functions, and quality.

Internal audits are conducted annually for all WETLAB locations. The internal audit can be conducted in-person or virtually. Internal audits are performed by QA personnel in accordance with written procedures and checklists. The QA Manager performing or overseeing these audits has stop-work authority for the activities audited. The scope of these audits includes verification of compliance to the quality systems and technical evaluation in the areas of control of equipment, personnel certification, analytical SOPs, sample ID and storage, standards preparation, and tracking and data documentation. Within 30 days the audit results are reported in writing to responsible management for review and corrective action, if necessary. A maximum of 30 days is given to respond to the original report. The original copy of the completed report, with responses, is kept on file by the QA Department. QA personnel follow up by verifying the effectiveness of the implemented corrective action.

Additionally, all laboratory notebooks are routinely reviewed by the analyst and a second reviewer to assure correctness of sample and QC calculations. All active laboratory data books and QC files are subject to periodic audits/surveillances by QA personnel and/or Supervisors.

Raw data evaluations will be based on the following completed information, as applicable:

- Parameter and method
- Instrument ID and settings
- Date and initials of analyst
- Valid standard curve
- Frequency of QC
- QC calculations and recoveries
- Sample calculations
- Standard and Reagent traceability
- Neatness and ease of data interpretation

If the laboratory is conducting peer review, then the data reviewer will document as "reviewed by" and signed (initials) and dated by the reviewer. Peer Review may include but is not limited to:

- Review of peak integration
- Review of retention time
- Review of intensity
- Review of false hits
- Review of data points measured within the calibration curve

The QA Program includes a data validation where a QA Specialist or Manager will review an analytical run for competent QC; this will include a thorough inspection of reportable data under direct federal, state, local, and method requirements for correct calibration, ICV/CCV, ICB/CCB, LCS, LFB, MB, MS/MSD, Duplicate, and qualifiers. The data validator will document as "validated by" with signed (initials) and date.

An effective Quality program provides rapid and thorough correction of QC problems and corrective actions minimize the questionability of the data.

2.3.2 External Audits

When the results from an external on-site audit or performance evaluation study are received by the QA Department, a summary of the results will be distributed to appropriate laboratory personnel, i.e., the Lab Manager and Group Leader(s).

If deficiencies exist, the QA Manager or Lab Manager will issue a response addressing the findings and resultant steps to correct the deficiency. This documentation is maintained by the QA Department.

2.3.3 Management Review

The laboratory management conducts a review of its quality system and its testing and calibration activities to ensure its continuing suitability and effectiveness and to introduce any necessary changes or improvements in the quality system and laboratory operations. The following criteria are reviewed:

- Policies or procedures for process improvement
- Department reports
- Internal/External audit results and responses and corrective action reports
- Current Corrective Actions
- Interlaboratory comparison tests/proficiency samples
- Daily standards to assess volume or type of work
- Client concerns and/or complaints
- EH&S incidents having the potential of affecting client analyses
- Assessment of current certifications

These reviews are performed monthly with all management in attendance. If necessary, action will be conducted by department managers, assistant managers, or group leads for any corrections or findings of deficiency. All records are maintained by the QA Department.

2.3.4 Performance Evaluation Audits

As part of an on-going laboratory QA/QC program, WETLAB routinely participates in semi-annual Water Pollution (WP), Water Supply (WS), Hazardous Waste, and Soils Performance Evaluation (PE) Studies and occasionally in round-robin proficiency testing conducted by the local and state agencies. These studies are procured from a National Institute of Standards and Technology (NIST) accredited laboratory or organization. WETLAB is required to obtain acceptable scores in 2 out of 3 PE studies to maintain certification. In the event WETLAB achieves an unacceptable score on a test the lab is certified for the lab shall:

- Notify state certification officers of the “not acceptable” score.
- Document the root cause of the failure.
- Take corrective action.
- Achieve an acceptable score in a subsequent PE study.
- Notify state certification officers of the “acceptable” score.

In the event WETLAB achieves a SECOND unacceptable score on a test the lab is certified for the lab shall:

- Notify state certification officers of the “not acceptable” score WITHIN 3 days.
- Lose certification for that specific test (suspension).
- Cease reporting results for regulatory/compliance purposes for that test.
- Notify affected clients of the second unacceptable result by registered mail, email with return receipt, or electronic signature document.
- Within 30 days investigate and document the root cause failure and corrective action.

When participating in PE studies the laboratory shall retain all records needed to facilitate reconstruction of the preparation, processing, and reporting of analytical results for the studies for a minimum of 5 years. PE study preparation instructions are provided to analysts at the time of receipt and can be found on the PE provider website. WETLAB and its staff are not permitted to engage in the following activities: Send PE samples to another lab for analysis, analyze PE samples for another lab, discuss results or analysis for PE samples with another lab for an ongoing study, attempt to obtain the assigned value or true value of any active PE sample from the PE provider, nor ask the PE provider to alter any portion of the PE study final report.

WETLAB can't use PE study results for certification if the lab has a financial interest, familial relationship, or contractual agreement for consultation with the PE provider.

2.4 Corrective Actions

In addition to providing acceptance criteria and specific protocols for corrective actions in the SOPs, WETLAB implements general procedures to be identified and followed to determine when departures occur from documented policies, procedures, and quality control.

- 1) Individual(s) responsible for assessing each QC data type;
- 2) Individual(s) responsible for initiating and/or recommending corrective actions;
- 3) Define how the analyst should treat a data set if the associated QC measurements are unacceptable;
- 4) Specify how out-of-control situations and subsequent corrective actions are to be documented;
- 5) Specify procedures for management to review corrective action reports.

To the extent possible, samples shall be reported only if all quality control measures are acceptable. If a quality control measure is determined to be out of control, and the data are to be reported, all samples associated with the failed quality control measure shall be reported with data qualifiers, as appropriate, with accompanying case narratives.

2.4.1 Corrective Actions from Internal Indicators

Monitoring systems in the laboratory are designed to help ensure not only that reported data are of known and documentable quality, but also that the quality reflects the degree of excellence expected and demanded by WETLAB personnel and clients. Quality indicators for the effectiveness of these monitoring systems include both internal and external audits and/or surveillances to measure performance against established criteria for good laboratory practices. When evaluation of these quality indicators shows an unsatisfactory condition affecting the quality of services provided, a Corrective Action Report (CAR) must be initiated by the QA Department.

Immediate corrective action to correct or repair non-conforming equipment and systems is generally initiated as the result of QC procedures. An analyst will know immediately, for example, that an instrument has drifted out of calibration if it does not meet the allowable QC criteria and can take immediate action to repair the system.

Corrective action may also be initiated due to QA issues. These are most often identified during audits and can be discovered during analytical monitoring either initiated by a client or QA inquiry. Corrective action in this case involves an investigation into the root-cause of the non-conformance and may take much longer to identify and resolve. Staff training, SOP revision, replacement of equipment, and LIMS reprogramming, are among the many types of long-term corrective action that may result from a QA audit.

All corrective actions will comprise the following steps to ensure a closed-loop corrective action system:

- Define the problem
- Assign responsibility for investigating the problem
- Determine a corrective action to eliminate the problem
- Assign and accept responsibility for implementing the corrective action
- Establish effectiveness of the corrective action and implement the correction
- Verify that the corrective action has eliminated the problem
- Maintain records of CARs

The initial responsibility to monitor the quality of a function or analytical system lies with the individual performing the task or test. Quality indicators are evaluated against laboratory established or client specified QC requirements. If the assessment reveals that any of the QC acceptance criteria are not met, the analyst must immediately assess the analytical system to correct the problem. When an acceptable resolution cannot be met and/or data quality is negatively impacted, the analyst will notify the Group Leader or Department Manager.

When the appropriate corrective action measures have been defined and the analytical system is determined to be "in control" or the measures required to put the system "in control" have been identified and scheduled, the problem and resolution or planned action is documented on the appropriate form.

The QA Department has the authority to stop the analysis and to hold all analyses of samples affected by an out-of-control situation. The method cannot be restarted without documentation leading to the QA Department's approval to restart the method. For cases where suspension of the method was instructed by QA, QA sign-off is required prior to reinstatement of the affected method.

The Department Manager and Group Leaders are responsible for following through on the corrective actions set in place to prevent future out-of-control situations, placing highest priority on this endeavor.

2.4.2 Corrective Actions on Analytical Reports

The "product" or "material" that WETLAB provides to its clients is the completed analytical reports. If an out-of-tolerance condition (error) is discovered, the affected areas are identified and segregated when possible. Several key areas within the laboratory may be affected. The department must determine the extent to which any analytical data may have been affected by the out-of-tolerance condition. If the analytical results are affected, the department group leader issues a corrective report. Documentation of this may appear in the case narrative, report cover letter, corrected report, formal corrective action letter. Documentation will may be one or all of these, whichever is appropriate.

2.4.3 Client Complaints and Concerns

The Operations Manager, QA Manager, and Project Managers are responsible for directly overseeing client complaints about data quality or incompleteness of data reports. The QA Manager or Lab Manager is responsible for initiation of any required formal corrective actions.

3.0 PERSONNEL TRAINING AND CERTIFICATION

All personnel have an educational standard as determined by their job duties. Personnel selected for performing laboratory activities shall have the experience or training commensurate with the scope, complexity, or special nature of the activities.

All new WETLAB personnel must read the current QA documents and any subsequent revisions. Orientation as to the specifics of the QA program at WETLAB is conducted and documented during new staff on-boarding.

3.1 Administrative Procedures

The administrative procedures cover all aspects of sample management operation such as bottle kit preparation, sample receipt, login, reporting, purchasing, and client services. These procedures are readily available to all staff.

3.2 Laboratory Quality Assurance Plan

To produce high quality data, it is essential that each employee be familiar with the quality assurance program. The Quality Assurance Plan describes the company policies in regard to proficiency and quality of work. Each laboratory employee has access to the current revision of the manual.

3.3 Health and Safety Orientation and Training

The health and safety of our employees, clients and the public are our greatest concern. Access to the laboratory is restricted to employees only. Each employee must comply with the safety requirements, practices, and procedures as outlined in the WETLAB Written Workplace Safety Program and Chemical Hygiene Plan. These manuals can be retrieved at any time by employees in the WETLAB resources. The safety criteria are drawn from EPA and OSHA requirements, *Good Laboratory Practices*, and is based on the requirements of 29 CFR 1910.1200 and 29 CFR 1910.1450 as applicable to laboratory operations. Adherence to health and safety is mandated by management. The WETLAB Written Workplace Safety Program and Chemical Hygiene Plan are designed to be dynamic documents, open to revisions and/or additions as needed. All laboratory personnel undergo a safety orientation and training when they start employment.

3.4 Procedure Manuals

The quality of the data produced is directly related to the methods employed and the training of the analysts and staff. A vital part of our training program involves the complete familiarization of each analyst and staff member to the methods being performed. Procedure manuals (Standard Operating Procedures (SOPs)) are available in each analytical section of the laboratory and the administrative areas. These procedures are reviewed, when necessary, at a frequency of at least every three years by the technical staff and QA Department. Changes are made with the approval of the technical staff, Lab Manager or QA.

3.5 Initial Demonstration of Performance/Method Validation

All technical laboratory staff must complete an initial demonstration of method performance in conformance with relevant industry/regulatory guidelines for each method they perform. Acceptance criteria are specified in the certified methods and standard operating procedures.

3.6 Training/Qualifications Documentation

Training files are maintained for each employee that includes documentation of attendance at training seminars facilitated outside of WETLAB, a listing of method certifications successfully completed, and checklists for method specific training requirements. Documentation of personnel qualifications (resumes) are also maintained on file with the HR Department.

To be certified to perform sample analysis, each analyst must demonstrate a working knowledge of the technical and theoretical aspects of their specialty and position. Each analyst is required to undergo individual training in his or her department prior to unsupervised analysis of any samples.

The training consists of at least the following points:

- 1) The trainee shall become familiar with the procedures to be performed along with the reagents and equipment used.
- 2) Successful initial demonstration of method performance is required. Under the direction of a certified analyst, the trainee shall analyze a set of known samples to demonstrate a good working knowledge of the analysis that will be performed. Modifications to this requirement may be employed for microbiology and tests for which spiking solutions are not available, for example, solids analyses, pH, color, or turbidity.
- 3) Finally, the trainee shall go through all the steps of the analysis, including the preparation of standards and reagents. When the trainee has proven competence of the specific analysis, paperwork is completed documenting the trainee's certification.

The originals of current employee technical certifications are kept on file. Certifications are updated as needed.

4.0 LABORATORY FACILITIES

The physical laboratory facility can adversely affect the quality of results unless it complies with minimum requirements set forth by EPA and OSHA or other legal requirements. WETLAB's facility was constructed in accordance with local and state building and safety codes. All fire extinguishers and hood velocities are monitored to ensure compliance with safety regulations. Due to the fast-paced growth of environmental chemistry and microbiology, our facility plan is evaluated periodically as the demand for analyses increases. Appendix C provides more detailed information about the specific laboratory facilities including a floor plan.

5.0 INSTRUMENT CALIBRATION, VERIFICATION AND MAINTENANCE

5.1 New Instrument Validation / Method Development

In the event a new instrument is set up for analysis or method development occurs for a new method or updates to a current method the system of instrument and method validation must occur. SOP 9.18 describes the procedure and required tasks and documents. In summary, an IDL, MDL, IDC, LDR, Blind Sample, and SOP should be completed at a minimum. If there are specific method requirements these should be followed in addition to the previously listed items.

5.2 Instrument Calibration

All equipment is maintained in proper working order with a written log for maintenance, repair, and calibration. Service is provided for much of the major instrumentation by the manufacturer, and required maintenance is performed at regular intervals. Where applicable, reference materials certified by NIST, including thermometers, are used for calibration purposes. WETLAB maintains the operating, service, and calibration manuals provided by the manufacturer for all laboratory equipment. Maintenance files and service records are maintained for all instruments.

The laboratory utilizes state-of-the-art instrumentation for multi-matrix chemical analyses. Appendix C provides more detailed information about the specific laboratory equipment.

Instrumentation is controlled, calibrated, and maintained according to specified schedules to verify acceptable instrument performance at the time the instrument is used for the generation of analytical data.

All instruments must be calibrated prior to use with known certified traceable reference materials. The manner in which various instruments are calibrated is dependent on the particular type of instrument and its intended use. All sample measurements are made within the calibrated range of the instrument. Preparation of all reference materials used for calibration will be documented in a standards preparation logbook.

Calibration information may be documented in any of several locations. The requirements for calibration vary with each instrument, thus necessitating flexibility in the recording of such information. The calibration data may be documented in an instrument logbook, on the raw data, in the data binders, or on equipment specific forms. It is the responsibility of the analyst using the instrument to perform and document the required calibration. Calibration must be done on or before the due date. Calibration records are maintained by the group responsible for the equipment.

If the calibration schedule has not been observed, a corrective action must be documented, and the calibration be completed immediately. If, the required level of accuracy cannot be attained for a specific instrument, the supervisor is notified, and the instrument is placed on "HOLD" and is unavailable for use until the specifications are attained. This is indicated by a "HOLD" sticker placed on the instrument. The instrument logbook shall document the "HOLD" status of the instrument and the effective dates. Should an instrument be found to be out of calibration, all data obtained subsequently to the last successful calibration is evaluated by the Group Leader and may require final approval from the Lab Manager or QA

Manager if no changes will be made to the affected data. An appropriate corrective action will be considered to prevent any subsequent non-conformance actions.

Instrument calibration typically consists of two types: initial calibration and continuing calibration. Initial calibration procedures establish the calibration range of the instrument and determine instrument response over that range. Typically, three to five analyte concentrations are used to establish instrument response over a concentration range. A blank must be analyzed as well as a calibration check for verification. The calibration curve must meet the linearity requirements of the method, which are listed by method in appendix E and described in the standard operating procedures. If a linear regression is used the coefficient of variation (CV) should be no less than 0.995. For ICP-OES analysis the calibration consists of a one-point calibration with linear dynamic range monitoring to determine the highest amount of an analyte that can be accurately determined. For ammonia analysis the calibration curve acceptance is measured by the slope (-54-60 mV) rather than the 0.995 coefficient and the slope per manufacturer requirements is evaluated for the analysis of pH rather than the 0.995 coefficient

The concentrations of standards used for calibration must be appropriate for the samples and method requirements to be analyzed. Samples more concentrated than the highest standard are diluted to the working range of the curve. Drinking water analyses must include a low calibration standard at the reporting level concentration, with the exception of ICP-OES due to the one-point calibration.

Calibration verification usually includes measurement of the instrument response to fewer calibration standards and requires instrument response to compare with certain limits (e.g., $\pm 10\%$) of the initial measured instrument response. Continuing calibration may be used within an analytical sequence to verify stable calibration throughout the sequence, and/or to demonstrate that instrument response did not drift during a period of non-use of the instrument.

5.3 Calibration Verification

Required calibration verification frequency and criteria for inorganic and organic analyses are method specific and are delineated within the respective SOP and Appendix E.

No instrument calibration verification is employed in the methods for acidity, alkalinity, , color, corrosivity, , gravimetric oil and grease, hardness, ignitability and all of the solids methods. The analyses for BOD/CBOD and DO utilize a Zero Oxygen verification standard.

For microbiology, samples analysis must be accompanied by a blank and initial and routine quality control must be documented and monitored.

5.4 Instrument Maintenance

Corrective action in the form of maintenance may be required in cases where an instrument either continues to fail initial calibration or drifts out of calibration. Regularly scheduled preventive maintenance may also be used in accordance with the manufacturer's suggested program. Each instrument has its own maintenance log that is used to document all maintenance activities performed on the instrument.

6.0 REAGENT, STANDARD AND PROCUREMENT CONTROL

At the center of all analytical procedures are the reagents, chemicals, stock cultures and other materials. The quality of these items is directly related to the quality of the data produced. To ensure that our analysts are using the most current reagents and chemicals, our laboratory has a cross-check system that begins with purchasing and continues through disposal. This system provides minimum standards to ensure our analytical results are not compromised.

6.1 Purchasing/Vendors

It is the responsibility of each analyst to ensure that all depleted reagents, chemicals, and materials in his/her area are ordered correctly and in a timely manner so there is always a sufficient supply. WETLAB has deployed an inventory monitoring system that is continually updated with laboratory consumables. Lab personnel must "sign out" product for proper accountability. The Accounting Department will complete purchases and maintain records. WETLAB uses established vendors for environmental testing products; however, when necessary, the Lab Manager, QA Manager, or Operations Manager may assist in researching a new product from a new vendor. The product must meet NIST or environmental grade parameters at a minimum. When the materials are received, the packing list is compared with the purchase order by the shipping and receiving personnel. If all packing slips, invoices, and prices are correct the invoice is submitted for payment. All invoices for each vendor are collected and attached to a voucher apron for approval. In the event an invoiced price does not coincide with the quoted price, the package is returned to the purchasing agent for reconciliation with the vendor. Once the paperwork has been corrected, it is again submitted to the payables section for review and payment.

6.1.1 Laboratory Reagents and Standards

The quality of reagents used depends upon the nature of the analysis. "Analytical Reagent" grade is used when no minimum requirement is stated. When necessary for a particular procedure, a higher-grade reagent is obtained. High purity acids and/or solvents are used for digestions or extractions for trace level analyses. Gases utilized for analyses are of several different grades depending on analytical and instrumental requirements. The tanks are labeled according to the grade of gas in the cylinder.

6.2 Receiving

All materials, chemicals, instrument, and sample shipping, and receiving are handled through the shipping and receiving area. Non-sample materials are distributed from the central storage area to the appropriate departments. Organic solvents, acids and dry chemicals are marked with the received date. Material Safety Data Sheets (MSDS) that may accompany chemicals or standards are filed and are available to all employees. Standard certificates are sequentially numbered, logged into a standard database, filed and are available to all employees. Items received broken or missing pieces are noted in the log and then given to the purchasing agent for reconciliation.

6.3 Storage

Proper chemical storage is essential to the quality of the data generated as well as the safety of the analysts and staff. All stock organic solvents and acids are stored in fire-proof, OSHA-approved metal storage cabinets. Dry chemicals in use are stored in a cool, dry area in each laboratory. Chemicals and standards requiring refrigeration are retained in a unit temperature controlled at $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$. Stock cultures are stored in a freezer at -26°C and

working cultures are stored at $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$. Reagents or standard for Organics analyses are stored in freezers with a continual monitoring of temperature. To prevent cross contamination, refrigerated chemicals and standards must be stored in a separate unit from samples and sample extracts.

6.4 Chemical and Standard Labeling and Tracking

A standard format for labeling of reagents, stock cultures, chemicals and standards are necessary to provide traceability, consistent information, maintenance of current solutions and an orderly appearance. Upon arrival, each solvent, acid, chemical and standard container is labeled with the following information (in plain view without obscuring any information on the original container label). The date received and log number (log numbers are found in the reagent receiving logbook) are noted on the label prior to storage. The initials of the receiving party are noted in the reagent receiving logbook. It is the responsibility of the analyst to note the date opened and his/her initials on the label. Each standard is logged into the standard logbook for that department. A unique WETLAB lot # is assigned to each standard prepared. This number is also written on the standard container.

In the case of organic standards, which may arrive several vials to a box, the date received, and initials are marked on the outside of the box. As each vial or ampule is used, the analyst notes the date opened and initials the vial or ampule label. If the entire contents are used, the date opened is noted in the organic standards prep log with the lot number and analyst's initials. If a vial or ampule is used as a reagent in an organic extraction and is entirely consumed, the date opened, initials, lot number and manufacturer are noted in the extraction log.

Dilutions made from commercially prepared standards or reagents and solutions prepared from dry chemicals are placed in containers consistent with the type of solution (i.e., organics-glass with Teflon-lined lid or crimp top; inorganics/metals-white Nalgene or glass bottle with a cap). The required label information is as follows: Date prepared, analyst initials, unique standard ID, chemical name, concentration, and expiration date.

Other information such as exact preparation instructions, lot number, and solvent used can be cross-referenced in the solutions/standards prep logs by name and date prepared.

6.5 Disposal

Proper disposal of expired standards, chemicals, biological materials, reagents, and solutions is imperative. Most standards, reagents, solutions, and chemicals are deemed expired by the manufacturers' supplied expiration date or method specified expiration date range. If no date is available, a laboratory-determined date is given by the user, based on the known stability of the chemical.

These wastes, and their containers if required, are deposited in appropriately labeled satellite receptacles (in accordance with 29 CFR, Part 1910). As these satellites become full, they are transferred to permanent disposal containers as liquid waste by type or lab packed solid wastes or biological materials ("sharps"). (Refer to WETLAB Chemical Hygiene Plan for methods of transfer, personal protection required and documentation and to SOP 11.02 "Sample Disposal and Waste Management.")

Wastes are removed from the laboratory facility on a regular basis. Copies of all manifests are retained by the Laboratory Manager and Warehouse Technician.

Liquid biological wastes, such as total coliform samples, are sterilized by contact with bleach for a minimum of 10 minutes and then disposed of as ordinary liquid waste. Solid biological waste, such as fecal coliform plates or Quanti tray trays, are sterilized by either contact with bleach in the same way liquids are or placed in the UV sterilization box for a minimum of 10 minutes and then disposed of as an ordinary solid waste. If material from the microbiology department is discarded in the general waste stream, it will be placed in a plastic bag and marked with permanent marker, "non-hazardous waste."

7.0 ANALYTICAL METHODS AND STANDARD OPERATING PROCEDURES

7.1 Analytical Methods

Whenever possible, the analytical methods used by WETLAB have been approved and published by State or Federal agencies, such as the U.S. Environmental Protection Agency (USEPA), Department of Energy (DOE), American Public Health Association (APHA), Standard Methods, American Society for Testing and Materials (ASTM), or the National Institute for Occupational Safety and Health (NIOSH) as described in WETLAB's SOPs. A list of selected, but not exhaustive, reference documents supported and used by WETLAB is as follows:

U. S. Environmental Protection Agency, Methods for Chemical Analysis of Water and Wastes, EPA 600/4-79-020, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, revised March 1983.

ibid. Methods for the Determination of Metals in Environmental Samples-Supplement, EPA-600/R-94-111, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, May 1994.

ibid. Methods for the Determination of Inorganic Substances in Environmental Samples, EPA-600/2-93-100, August 1993.

ibid. Methods for the Determination of Organic Compounds in Drinking Water, EPA/600/4-88/039, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, July 1991.

ibid. Methods for the Determination of Organic Compounds in Drinking Water, Supplement I, EPA/600/4-90 Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, August 1992.

ibid. Methods for the Determination of Organic Compounds in Drinking Water, Supplement II, EPA/600/R-92/129, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, April 1990, and updated September 1992 and March 1997.

ibid. Manual for the Certification of Laboratories Analyzing Drinking Water, 5th Edition, EPA/815-R-05-004, Environmental Monitoring and Support Laboratory, Cincinnati, Ohio, January 2005.

ibid. Test Methods for Evaluating Solid Waste, SW-846, 3rd Edition, Office of Solid Waste and Emergency Response, Washington, DC, September 1986, and updated September 1994.

Test Methods for Evaluating Solid Waste, SW-846, Compendium, 3500 series, 5000 series, 6000 series, and 8000 series Office of Solid Waste and Emergency Response, Washington, DC, September 1986, and updated September 1994

7.1 Analytical Methods

Standard Methods for the Examination of Water and Wastewater, Online Edition, APHA-AWWA-WPCF, www.standardmethods.org

Hach Chemical Company, Hach Handbook of Water Analysis, Loveland, Colorado, 1979.

ASTM International, Various methods, 100 Barr Harbor, P.O. Box C700, West Conshohocken, PA., 19428-2959.

Code of Federal Regulations, Appendix A to Part 136-Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater, 40 CFR Part 136, 1996.

Code of Federal Regulations, Appendix B to Part 136, Title 40 Definition and Procedure for the Determination of the Method Detection Limit – Revision 2

7.2 Standard Operating Procedures (SOP)

Prior to implementing new procedures, analyses are conducted using standards, spikes, and duplicate samples as controls. A SOP is also prepared which documents and describes the analytical method. Once the procedure is properly understood by the analyst and acceptable quality control data (detection limits, precision, and accuracy) is achieved, the method is placed in the laboratory for use. Quality Control requirements are within individual analytical procedures.

WETLAB maintains several types of procedures: general laboratory practice procedures; program specific procedures; data tracking and reporting procedures; laboratory equipment control procedures; analytical procedures; and personnel certification and training procedures. All analytical SOPs are reviewed every three years; lab equipment and administrative SOPs are reviewed as needed. All personnel are responsible for conducting quality related activities in compliance with these documents. All forms utilized for recording analytical records are controlled by the program. The references used for developing the analytical methods are acknowledged in the written SOP. All procedures and forms require review and approval by supervisory staff as well as the QA Department prior to implementation. Procedures are prepared, approved, and reviewed in accordance with procedure 9.05, Standard Operating Procedures.

The procedures are written according to established format guidelines. The following outline is observed to incorporate all relevant information in the procedure:

1. Sample Handling and Preservation
2. Scope and Application
3. Summary of Method
4. Safety
5. Interferences
6. Apparatus
7. Reagents
8. Procedure
9. Quality Control
10. Calculations
11. Reporting Format
12. Waste Disposal
13. References

The current SOPs are stored on the Corporate drive (N:\WETipedia, Sparks\WETipedia\WETipedia, Sparks\SOPs) for access to all employees. A hard copy of each SOP is stored in the QA Managers office. The SOPs are separated into differ categories:

- Organics (SOP 6.xx)
- Metals (SOP 7.xx)
- General Chemistry (includes mining) (SOP 8.xx)
- Quality Assurance (SOP 9.xx)
- Microbiology (SOP 10.xx)
- Client Services (SOP 11.xx)
- Life Sciences (SOP 12.xx)
- Retired SOPs.

7.3 Analytical Quality Control (QC)

To assess the validity of a reported result, QC indicators are placed in the measurement system to provide a tool for evaluating how well the method worked and if analysis was within control. There are QC indicators to evaluate the method performance at both the preparation and the measurement steps, and QC indicators to evaluate matrix effects.

Most samples to be analyzed in the laboratory require some pre-treatment before a measurement can be made. This may include extraction, digestion, distillation, etc. During the pre-treatment step, samples are arranged into discreet, manageable batches, to facilitate and control uniform treatment for all samples. Each batch will have a maximum of 20 investigative samples of the same matrix (e.g., soil or water). In addition, QC indicators such as blanks, spikes, and duplicates are added to each prep batch to monitor the performance of the system. All QC associated with a batch will be carried through the entire analytical procedure from preparation to final analysis. A blank or reagent blank is used to monitor potential contamination from the sample preparation process. The reagent blank volume or weight must be approximately equal to the sample volumes or sample weights being processed. In the absence of a suitable solid matrix for soil blanks, reagents will be added to an empty flask and carried through the entire analytical scheme. Results will be calculated based on starting with a "blank" soil approximately equal to the weight of the samples.

Specific QC guidelines are given in departmental analytical procedures. Appendix E contains QC criteria by method for inorganics and organics.

Occasionally problems are encountered in meeting the QC requirements. In some cases, data may be outside the criteria and still be reported (e.g., when insufficient volume remains to reanalyze). In these cases, a Nonconformance corrective Action Report must be generated by the analyst and approved by the Laboratory Manager or QA Manager. Additionally, client contact may be necessary to explain the QC problem. If acceptance criteria are still not met after corrective actions have been taken, and no further corrective actions are indicated, the data is reported with a qualifier or flag. Any data qualifiers used will appear on the applicable data report form and will be discussed in the report case narrative or report legend.

7.3.1 Data Qualifiers

B	The analysis of the method blank revealed concentrations of the target analyte above the reporting limit. The client results were greater than ten times the blank amount or non-detect; therefore, the data was not impacted.
HT	Sample analyzed beyond the accepted holding time.
E	Reported value is estimated; during sample management an unexpected occurrence occurred. Re-analysis either confirmed the extraneous situation or was unable to be performed.
N	There was insufficient sample available to perform a spike and/or duplicate on this analytical batch.
M	The matrix spike/matrix spike duplicate (MS/MSD) values for the analysis of this parameter were outside acceptance criteria due to probable matrix interference. The reported result should be considered an estimate.
SC	Spike recovery not calculated. Sample concentration >4X the spike amount, therefore the spike could not be adequately recovered.
NC	Not calculated due to matrix interference.
QD	Reported value is estimated; the value failed to meet QC criteria for either precision or accuracy.
D	Due to the sample matrix; dilution was required in order to properly detect and report the analyte. The reporting limit has been adjusted accordingly.
J	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit. The reported result should be considered an estimate.
K	The TPH Diesel Concentration reported here likely includes some heavier TPH Oil hydrocarbons reported in the TPH Diesel range as per EPA 8015.
L	The TPH Oil Concentration reported here likely includes some lighter TPD Diesel hydrocarbons reported in the TPH Oil range as per EPA 8015.
QL	The result for the laboratory control sample (LCS) was outside WETLAB acceptance criteria and reanalysis was not possible. The reported data should be considered an estimate.
S	Surrogate recover was outside of laboratory acceptance limits due to matrix interference. The associated blank and LCS surrogate recovery was within acceptance limits.
U	The analyte was analyzed for but was not detected above the level of the reported sample reporting/quantitation limit. The reported result should be considered an estimate.

8.0 SAMPLE MANAGEMENT

8.1 Sample Receiving

Appropriate measures are taken in the handling, storage and shipping of samples and other chemical material to assure compliance with all regulatory requirements.

Samples for analysis may be delivered by the client, picked up by a WETLAB employee, or shipped to the laboratory in coolers with appropriate coolant via a commercial carrier such as UPS, Federal Express, or a credible airline carrier. If a common carrier is used, the bill number and the shipping documents will become part of the permanent project file. Appropriate safety precautions are taken in the laboratory with samples which are classified as hazardous due to a variety of circumstances and/or contaminants. For samples of known hazard, bottles are labeled identifying the hazard. Special care is taken in the handling, storage, and disposal of these samples.

The login staff (laboratory personnel properly trained to handle samples of evidentiary nature) are responsible for maintaining custody of the samples during the login and distribution processes, and for assuring that all records documenting that possession are properly completed. Samples that require refrigeration will not be allowed to warm to room temperature during the login and distribution processes. The date, time, and sample integrity upon receipt is documented by the login staff. After verification that all samples listed on the COC form are in possession, the "Received by Laboratory" space on the COC is signed. The samples are then placed in the secure sample storage area. Standard Operating Procedure No. 11.01 provides additional information regarding sample log in procedures.

There are three major types of samples the laboratory accepts. The procedure and required paperwork for each type are as follows:

- 8.1.1 Analysis required for compliance with SDWA - each sample must be submitted with a Chain of Custody (COC). The client must provide address, system name, PWS (Public Water System) ID, sample date, sample time, collection point, sample collector's name, collection source type and sample type. The sample collector should be the first person to relinquish the samples. Lab personnel should sign and date each COC form. A unique Laboratory ID is assigned and affixed to each container. This number must also be written on the COC that corresponds to each sample.
- 8.1.2 Bacteriological Analysis - Microbiological samples must be submitted in sterilized containers. These are provided to the client upon request. The COC should include compliance information, client address, system name, system location, PWS ID, sample date, sample time, collection point, sample collector's name, source type, and sample type. The sample collector should be the first person to relinquish the samples. Lab personnel should sign and date each COC form. The samples are assigned unique Laboratory ID numbers and the ID number is affixed to the sample container. The samples are taken directly to the microbiologist for analysis.

- 8.1.3 All Other Analyses, which may include CWA, RCRA, Mining, Process Solution, Brine, Pit Lake, and Other - each client should complete a COC form for each set of samples. If a client sends samples by delivery/mail, and neglects to include a completed COC, a Non-COC receipt form must be completed. The client should be notified, and a formal COC requested. Before signing the COC, lab personnel should ensure the COC contains clients mailing and billing address, phone number, required analysis, sample collector's name, client's sample ID's, sample dates and locations. The sample collector should be the first person to relinquish the samples. In some cases, an analysis must be submitted to another laboratory. The latter may be because WETLAB does not hold certification or doesn't have the proper equipment to perform analysis on the sample matrix.

8.2 Sample Login

The Sample Control Department will unpack the samples and check sample preservation (pH, temperature, etc.) in accordance with WETLAB's sample receipt and log-in procedures. The custodian will record any problems encountered and contact the Project Manager for instructions. If the Project Manager is not available, contact the Lab Manager.

A record ^a is kept which includes copies of the COCs with cross-referencing information for all samples received and distributed. Any sample projects that have special handling or rush turnaround time requirements are rapidly identified and the information is communicated immediately to the appropriate lab personnel. Custody seal(s) on shipping container(s) are inspected for evidence of tampering and noted. The sample bottles are counted and verified against the client COC record. Discrepancies in receipt are documented. The COC is signed and dated by the sample custodian.

^a Records are generally digital. They are either created in LIMS and auto-saved to the client folder or an email is auto-saved to the Sorting (X) drive, and it is automatically put into the client folder, or a raw document is scanned to make a digital copy and sorted appropriately.

A unique Laboratory ID Number is assigned in order to group samples that were received together as a set, example: 0903001. The WETLAB ID number is recorded in LIMS. For WETLAB's purposes, the number designations delineate the year (first digit), the month (second & third digits), and the lab number for this project (last three digits). If there is more than one sample in a project, a two-digit extension is added to the Lab Number, example: 0903001-001.

All samples are labeled with the sample number. The information on the client's sample bottle label is checked for consistency with the chain of custody form. Any inconsistencies are corrected by the client. If the client is unavailable, the Sample Control Department will document the corrections and will notify the Project Manager to alert the client of the discrepancy and how the laboratory has proceeded.

8.3 Sample Management and Tracking

The WETLAB Laboratory ID Numbers are assigned in order to group samples which were received together as a set. All samples/results are managed by a LIMS system (Sample Master version 9 by ATL.).

When all samples are logged-in and tagged; the samples are placed in the appropriate refrigerator and the proper lab is notified of any RUSH samples or any short holding times.

Because the facility is secured and the entrance by the clientele and general public is very restricted, it is not necessary to have an internal Chain of Custody procedure unless requested by the client.

Any sample projects which have special handling or rush turnaround time requirements are rapidly identified and the information is communicated immediately to the appropriate lab personnel. The status of all projects is reviewed periodically by technical staff and customer service representatives to assure that all projects get handled as requested by the client or as required by the circumstances.

8.4 Sample Containers and Preservation

After consultation with the client, a sample bottle request is initiated. The type of sample container, volume and required preservatives are indicated on the bottle request form, which is then submitted to Client Services, where the necessary containers are prepared.

The quality and type of containers used for sampling can significantly impact the quality of the analytical results. Sampling containers are purchased pre-cleaned and certified by the manufacturer to ensure there is no induced contamination for metals, volatile organics, and semi volatile organics testing. If a bottle is purchased that is not certified, an appropriate laboratory analyses will be performed to ensure cleanliness. This may include, for example filling the container with DI water and analyzing it by the intended method. If non-detect results are obtained, the sample container is verified as clean. For microbiology, certified, sterile bottles are received by the laboratory. However, per method requirements laboratory quality control measures are still required.

The size of the sample bottle and the required preservative is mandated by the EPA. All sample bottles are prepared in the laboratory according to these instructions. (See Appendix B for listing of containers per analysis type.)

A color-coded label indicating the type of analysis is affixed to the bottle, and the appropriate volume of preservative is added. A Chain-of-Custody (COC) form and instruction for sampling are included with the shipment.

Clients are responsible for proper sampling, field filtration, preservation, hazardous sample notations, temperature control and shipments of samples to WETLAB in a proper manner to meet the required holding times and preservation.

The pH should be tested on a representative preserved sample from each batch received by the lab, with the exception of volatile organics and microbiology. This is done using narrow range pH test strips in a portion of sample that is disposed of after it is checked. If the pH does not meet preservation requirements, it is adjusted as per the method requirement. All exceptions are noted within the LIMS COC checklist.

For samples that require thermal preservation the shipping chest is checked to verify that the sample containers are in adequate contact with wet or blue ice. If a sample or set of samples are received outside the acceptable temperature range, the client is immediately notified the samples are not valid for compliance. The samples should be rejected; however, if the client requests analysis to still be completed a case narrative is provided in the analytical report.

- If a COC is marked '*as compliant*' then samples received for TPH-DRO/RRO, VOCs, TCLP-VOCs, SOCs, and SVOCs must be received on ICE. If they are received more than one day after sampling, they should be received at less than 6 degrees Celsius. If samples are not received under these conditions the sample receiving staff must immediately contact the Project Manager or client for guidance on how to proceed. Sample rejection is a distinct possibility in this case.
- If a COC is marked as '*non-compliant*' then samples received for TPH-DRO/RRO, VOCs, TCLP-VOCs, SOCs, and SVOCs should be received on ICE. If they are received more than one day after sampling, they should be received at less than 6 degrees Celsius. If samples are not received under these conditions the client must be immediately notified their report will have a comment stating, they were received outside the acceptable temperature guidelines and their results may not be valid for compliance purposes.

If a sample is received at the laboratory without preservatives the client is notified and a new sample is requested, if the client requests that sample is to be analyzed, preservatives are added in the prep lab. This information is notated in the COC checklist and if necessary, a case narrative will be provided in the analytical report. If, it is determined by laboratory personnel that the wrong preservative has been added, the client should be advised and asked to resample.

A listing of the sample preservation requirements for each method is in appendix B.

8.5 Holding Times

Once a sample has been collected, it must reach the laboratory as soon as possible. The time lapse between sample acquisition and analysis must not exceed the EPA required holding times. Appendix B contains a list of sample preservation and holding time requirements for each method. A disclaimer is placed on the final report if analysis is performed past the EPA holding time.

Holding time is defined as the time from sample collection until initiation of analysis. The chain of custody form must include the date and time sampled. For analyses that have the maximum allowable holding time expressed as days, the holding time is expressed in calendar days measured from the date sampled. Analyses with short holding times expressed in hours have the holding time measured in hours from the date and time collected.

Short hold time parameters such as nitrate/nitrite, pH, turbidity, orthophosphate and bacteriological samples are logged in promptly upon arrival. If the holding time is approaching expiration, the technical staff is advised immediately by the client services.

If a required hold time is missed due to negligence on the part of the laboratory, the client is apprised of the situation. Resampling and reanalysis expenses may be negotiated.

8.6 Packing and Shipping

The integrity of a sample is only as reliable as the means used to obtain it. At the center of any sampling procedure is the sample container and packaging. Sampling containers are requested by the client through Client Services. A sample bottle request form is completed by the Client Services Representative and forwarded to the responsible party in the laboratory for same day shipment. Sample bottles requested for pickup from the laboratory or delivery to a client or site contain the necessary preservatives, noted on the labels. These containers are packaged to prevent shifting during transport. Sample integrity during transportation is maintained through thermal preservation. Clients are strongly recommended to pack ice chests with sufficient wet ice to ensure that all sample containers stay in contact with ice in the ice chest to prevent sample rejection.

8.7 Chain of Custody Procedures

In order that an analytical process is legally defensible, it must follow a chain of custody procedure. When sample containers are supplied by the laboratory, a COC form accompanies each set to begin the tracking process. Sample seals and tags are available on request. Upon return to the laboratory, the form is checked for completion and cross-checked against the samples submitted. Any discrepancies are immediately resolved with the client. The COC form is signed, dated and time noted by the party relinquishing the samples. The form is signed and dated by laboratory sample receiving personnel to complete the transfer. The original is retained in the client file until released with the final report. The form also includes the following information: identification of tests to be performed on each sample, sample matrix, and laboratory sample identification numbers. Sample temperature at receipt is recorded on the COC.

The samples are now in the custody of the laboratory, where they are stored in a controlled storage area until disposal occurs. Access to the storage area is limited to laboratory personnel. All samples remain in the storage area when not in use. Any aliquots of the original samples that are digested or extracted are retained in the designated prep areas for analysis.

Samples transferred to another laboratory are transferred under chain of custody. A copy of the completed chain of custody form is maintained in the laboratory project file. Samples are not subcontracted to another laboratory without client approval.

Information provided by the client on the COC is used to determine who to send the analytical reports to and if they require Lab-To-State reporting. If a COC is marked "Yes" for compliance, but "No" for reporting to a state regulatory agency, we will only be reporting directly to our client. If, the COC is marked "Yes" for state reporting, we will submit and upload results to the state; however, if marked "No" for state reporting, we will only forward

the report to the client, and it will be the water operator's responsibility for submitting results to the state. If, Total Coliform and/or *Escherichia coli* results are detected we will submit the report to the state, even if the COC is marked "No" for state reporting when marked "Yes" for compliance. Laboratories are required by law to submit these results directly to the state agencies.

In the event the client wants to change information on a chain of custody after receiving the report, the client will need to provide documentation of the change in an email. If the testing was performed for compliance monitoring it is required, the client receive written confirmation from the regulator to make the change. If, an amended analytical report is generated the reason will be notated on page 2 of the report.

8.8 Sample Disposal

It is necessary for the safety of all individuals in the laboratory and compliance with DOT and NRC regulations, that all laboratory waste be handled appropriately. In an effort to minimize exposure of laboratory personnel to extremely hazardous materials, hazardous samples are returned to the client for disposal.

The sample storage area(s) is routinely purged of expired samples. Expiration is determined by holding time or a laboratory-imposed date of thirty days following release of the final report, unless otherwise directed by the client. Samples are segregated by matrix type and placed in the appropriate disposal container for transport. All "clean" water samples are flushed to the sewer with abundant quantities of water.

The final disposal site of hazardous materials is determined by the contracted waste disposal company. All containers transported are manifested in accordance with DOT regulations. A copy of the manifest, analytical results and destruction notifications are retained by the Laboratory Manager.

See the WETLAB. Chemical Hygiene Plan and standard operating procedure for sample disposal and waste management (11.02) for details regarding handling and storage of waste products.

8.9 Subcontracting of Analysis

Subcontracting laboratories will be reviewed with an emphasis on their overall quality control practices and compliance with the quality assurance requirements of ISO/IEC Guide 25-1990. Any laboratory used for subcontracting shall be vetted by the Project Manager and sometimes with approval from the QA Department or Operations Manager. The subcontracting lab should be asked to submit a copy of their Quality Assurance Manual, certification list and relevant proficiency study results. If testing is subcontracted to another laboratory, the client's documented, verbal authorization is required prior to shipping.

If a subcontracting laboratory is performing compliant drinking water analysis, it is expected the sub lab will notify WETLAB per section 9.3 of hazards to public health in addition to perchlorate and chlorine dioxide MCL exceedances. The COC to the sub lab should document this requirement.

9.0 DATA HANDLING, REPORTING AND RECORD KEEPING

The analytical laboratory business is by nature service-oriented, striving to provide a quality product (analytical data), on time and at a reasonable cost. Important to our business and clients is the systematic approach used in handling the large amount of data that are generated. This system must allow for rapid information access and retrieval, maintenance, and storage.

9.1 Laboratory Reporting and Paper Flow

An organized system of workflow through the laboratory is essential to satisfying analytical criteria and laboratory reporting policies. The paperwork process may begin as a price quote. This information is kept as part of the client file. Many samples arrive in the laboratory without notice and are handled by the sample control staff. Analyses are completed as described in the sample tracking system. All analytical and quality control data are reviewed by the Quality Assurance (QA) department or designee prior to report generation. Once all data have been approved and released for report creation, the client file information is assembled, and a final report is prepared. The complete package, including final report, is reviewed by the Quality Assurance (QA) department or designee then submitted to the customer service department in order to be sent to the client.

Invoicing occurs as a function of report generation. Prices are determined based on laboratory list prices or a prearranged discount schedule, quote, or contract.

Approved methodologies and reporting formats are specified by the appropriate agency for all certified laboratories.

Drinking water parameters are compared against EPA or applicable state agency maximum contaminant levels (MCL).

The standard analytical report will in general contain the following:

- Cover letter with information on method references, client information, sample order ID, and signature of employee generating the report.
- A secondary page with pertinent report comments including general comments, specific comments, and a data qualifier legend.
- Analytical results reported by sample and by test with appropriate significant figures, and appropriate report limits that have been adjusted for dilution, if necessary. Appropriate information such as dates of analysis, date sampled, analysis method, date received, and date reported.
- A quality control report is included with laboratory performance checks (LCS and method blanks), and matrix specific QC (matrix spike/matrix spike duplicate).
- A copy of the COC form.
- Attached Sub-contract reports if required.

Other deliverables may also be included such as raw data packages, electronic data transfer or disk deliverables.

9.2 Data Reduction, Peer Review, Validation, and Reporting

Data reduction is performed by the WETLAB analysts and consists of calculating concentrations in samples from the raw data obtained from the measuring instruments. The complexity of the data reduction will be dependent on the specific analytical method and the number of discrete operations (e.g., extractions, dilutions, or concentrations) involved in obtaining a sample that can be measured. The analyst will reduce or calculate all raw data into the final reportable values. Copies of all raw data and the laboratory notebooks, strip-charts, chromatograms, spreadsheets, and record files will be retained to allow reconstruction of the data reduction process at a later date if necessary.

System reviews are performed at all levels. The individual analyst constantly reviews the quality of data through calibration checks, QC sample results, and performance evaluation samples. The analyst is provided with set acceptance/rejection criteria for the performance of each analytical method. A listing of data acceptance criteria and corrective action procedures can be found in Appendix E. Data that fails to meet the specified criteria is either qualified per WETLAB Standard Operating Procedure guidelines, samples are re-analyzed, or if sample re-analysis isn't possible a comment is generated on the report to indicate the issue. In case of the latter, the client is notified if the laboratory believes the impact to the data is significant. A corrective action report is generated when samples should be re-analyzed but can't be due to gap in holding time or insufficient sample volume. If, during sample review the analyst discovers a systemic issue this is brought to the attention of the supervisor, laboratory director, or another qualified analyst for a second level of review. The supervisor and/or the Lab Manager will review the data to ensure consistency with laboratory QC requirements, to verify reasonableness with other generated data, and to determine if program requirements have been satisfied.

Peer review:

In the case of training or for the Chromatography team, a peer reviewer is necessary. This individual is an expert in the department and is able to do a complete review of the analytical batch from initiation to completion. This will include the following:

- * Calibration and Quality control acceptability
- * Interpretation of chromatograms, identification of compounds
- * Determination the quality control requirements have been satisfied

The peer reviewer will sign off on the data as secondary review.

Data Validation:

A selected amount of the hard copy output of the data will be reviewed to ensure that results are interpreted correctly. The reviewer checks the following items:

- * Data calculations and quantitation of compounds including any dilution factors
- * Calibration and Quality control acceptability
- * Analysis date/time
- * Complete data entry

Unusual or unexpected results will be reviewed, and a resolution will be made as to how to proceed.

Prior to final review and sign-off by the Quality Control Department or a designee, a third level administrative review is performed for compliance to the laboratory and client QC requirements, and to ensure that the case narrative covers any noted deficiencies. This is when the data is Approved in LIMS, and a report is generated.

Data audits are also performed by regulatory agencies, client representatives, or third-party data validators. The frequency, level of detail, and the areas of concern during these reviews are dependent on the specific program requirements. Third party data validation done by or at the request of a regulatory agency or client will generally be conducted according to specific technical review protocols, such as EPA's Laboratory Data Validation Functional Guidelines.

Reports will contain final results, units, date/time collected, and analysis date. In addition, special analytical problems, and/or any modifications of referenced methods will be noted. Additional information may be included in reports upon request. The number of significant figures reported will be consistent with the limits of uncertainty inherent in the analytical method. Consequently, most analytical results will be reported to no more than two or three significant figures.

9.2.1 Electronic Data Deliverables (EDD) File Verification

EDD verification ensures that measures are taken to provide clients with error free electronic data files. There are two methods for generating the EDD. LIMS has the ability to create EDDs based on choosing the client or specific EDD. EDDs are saved on the network.

9.2.1.2 Manual Transfer

Data entered into EDD file manually requires the person to verify that the information was transferred accurately.

9.3 Reporting Chemical, Radiological, and Microbiological with MCL exceedance to Client and Regulator

Any Safe Drinking Water Act, compliant water samples with positive indicator bacteria, Total Coliform, Escherichia coli, and Fecal Coliform and results that have been approved by QA or the lab manager, the data must be reported to the client and regulators within 24 hours or by 9am next business day of results being identified. This applies to Qualitative, Presence/Absence and Quantitative, Quanti-tray testing for T.coli and E.coli.

Samples reported as Invalid must be reported to the client within 24 hours of results being identified. This applies to Qualitative, Presence/Absence and Quantitative, Quanti-tray testing for T.coli and E.coli.

Safe Drinking Water Act, compliant water samples with Nitrate Nitrogen, Nitrite Nitrogen and Chlorite exceeding MCL must be reported to the client and regulators by 9am next business day, or within 24-48 hours. See SOP 9.22 for specific timeframes.

The laboratory communication occurs a couple of ways. The microbiologist will notify Project Managers (PM) and Quality Assurance (QA) Department when Total Coliform and Escherichia Coli are present in a compliant, drinking water sample. WETLAB has

an automated system of notification when the chemical analyses that we perform at the lab exceed the MCL. In these situations, the Project Manager will notify the client by phone in the event of a positive bacteria, Invalid sample(s) or MCL exceedence. If the water supplier's designated contact person is not reached, the PM will call multiple contacts for the water system. In the event the client cannot be reached by phone an email will be sent requesting confirmation of the information. If all attempts to reach the client are not met, then the regulator will be notified of this. The Project Manager will notify the regulator by phone to report the results. The public water system and county will be used to identify the contact information for the state regulator. An analytical report will be prepared the same day as notification, unless the positive results are reported after hours on the weekend, or a holiday. In this case the analytical report will be generated the next working business day. All correspondence will be saved in the client folder.

Emergency contact information for the State of Nevada and State of California

NV Nevada Spill Hotline at (775) 687-9485 or (888) 331-6337.

CA Emergency Service (CalOES) HAZMAT spill notification hotline number 1-800-852-7550.

9.4 Routine Drinking Water sample reports:

All routine drinking water sample reports are due on the 10th of the month following the month the samples were collected and received or within 10 days of the end of the compliance period, whichever is shortest.

9.5 Storage

An appropriate data storage facility is essential in maintaining the integrity of data generated for future use. All raw data and associated paper copies of information are retained by the laboratory for seven years. Digital information may be archived every 2-5 years.

9.6 Data Retrieval

The retrieval of previous data is often requested for legal purposes and is required immediately. Our retrieval policy has been instituted to facilitate this process and to provide compensation for laboratory personnel removed from their current workload. A request by the client for retrieval of past data is charged at a rate commensurate with the age of the report. For data older than two years, the retrieval is charged at the current secretarial rate per hour. This rate is applied from the time physical removal from storage begins until the complete package is assembled and ready for pickup or delivery. Should an analyst or group leader become involved in a retrieval project, the charges increase to the billable chemist rate per hour. The client is invoiced for all charges incurred with the data package.

10.0 RECORDS

Quality Assurance records are documents generated in support of quality related activities. All original issues of controlled documents such as standard operating procedures and Quality Assurance manuals are lifetime records and are archived indefinitely. Completed analytical records documented on controlled forms are non-permanent and are archived for up to a minimum of five

years. The documents, as well as data packages, are organized by the appropriate department in uniquely numbered file boxes if in physical form; otherwise, the data is organized on the network by test type, analysis date, and QC Batch.

The distribution of controlled documents is monitored internally to the affected staff and externally to individuals requiring the information. Changes to controlled documents are subject to approval of the QA Department.

10.1 Laboratory Data Control

Raw data are retained for a minimum of seven years and disposed of thereafter. Exceptions are clients who specify in the contract document that raw data is to be transferred to their custody at the end of the seven-year period. Each analytical section of the laboratory is issued laboratory notebooks specific to an instrument and/or method, unless a multiple-page report is produced by an instrument. In that case a logbook is not required for analysis data. The following information must be included for each analysis:

- Analysts signature; once per page and day or on cover page of multiple page reports.
- The instrument used in the analysis. If a laboratory has more than one instrument of a particular model, a unique designation must be given to each.
- Calibration curve correlation coefficient (if applicable)
- Calibration and Spiking Standards Identification
- Reagent traceability
- Date and time of analysis
- WETLAB laboratory sample number
- Any deviations from standard analysis procedures such as dilutions.

Any blank sections left open on a page will be crossed out. All entries will be in dark colored ink that can be easily photocopied. To ensure that all raw data is documented completely, a notebook audit is performed by the QA department or Laboratory Director a minimum of once per quarter. This audit encompasses a check for all required quality control and documentation procedures outlined in the SOPs.

A unique control number is issued for all laboratory logbooks, including instrument run logs, maintenance logs, calibration logs, extraction logs, and standard preparation logs. The logbooks are bound, labeled with the logbook number, and have each page numbered. A record is maintained of all logbooks, including the control number, date issued, date completed. Completed logbooks are archived in a central storage location.

Organic chromatograms and inorganic integrator printouts are maintained in files clearly labeled with the date and if necessary, instrument number and method.

11.0 STATISTICAL QUALITY CONTROL

WETLAB's overall QA objectives are to meet the analytical needs of the client with respect to accuracy, precision, completeness, representativeness, comparability, legal defensibility, and timeliness. EPA precision and accuracy criteria are used as method specific criteria to accept or reject analytical data. When these criteria are either not available or not applicable, WETLAB will base the accept/reject criteria on the performance of similar methods and the historical performance at WETLAB. WETLAB meets the needs of the client for precise, accurate data by adhering to these criteria or other appropriate criteria as required.

11.1 Precision

Precision and accuracy are determined from the results of the routine batch quality control (QC) samples. The QC samples are duplicates or matrix spike duplicates and matrix spikes.

Precision is defined as the measure of the mutual agreement among individual measurements of the same chemical constituent in a sample (duplicates) secured under the same analytical protocols.

Laboratory precision will be expressed as Relative Percent Difference (RPD) of the duplicate sample values.

$$\text{Relative Percent Difference} = \frac{S - R}{(S+R)/2} \times 100$$

Where:

S = Sample result of native

R = Duplicate result

*This calculation can be applied to matrix spike/matrix spike duplicate precision

The acceptance limits are set based on the nature of the material being analyzed (sample or standard) and are found in each SOP. Samples that fall outside the respective limits are reanalyzed at the advisement of the section supervisor and QA Manager.

11.2 Accuracy

Accuracy is defined as the degree of agreement of a measured value with the true value of the quantity of concern. Accuracy will be measured as percent recovery for lab control samples or matrix spikes as the primary criteria and percent recovery of the surrogate spikes as a secondary QC criterion for applicable analyses.

$$\text{Percent Recovery} = \frac{\text{SSR} - \text{SR}}{\text{SA}} \times 100$$

Where:

SSR = Spike sample result

SR = Sample result (native)

SA = Spike added from spiking standard (true value)

11.3 Control Charts

The use of control charts for statistical monitoring provides a visual interpretation of the precision and/or accuracy of an analytical method. Control charts enable the analyst to detect a trend or bias in a procedure at the time the analysis is performed. The ability to identify a deviation in the performance of a method may prevent the need for reanalysis later or be an indication of impending instrument malfunction. When used correctly and consistently, control charts provide a means of validating analytical methods.

The applicability of control chart techniques assumes that the laboratory data approximates a normal distribution.

The chart for standards is constructed from the target and standard deviation of a standard. It includes upper and lower warning levels (WL) and upper and lower control levels (CL). Common practice is to use $\pm 2s$ and $\pm 3s$ limits for the WL and CL, respectively, where s represents standard deviation. The chart can be set up by using either the calculated values or by using percentages. Percentage is necessary if the concentration varies.

Control charting is performed using appropriate software. The monthly values are entered for a standard or calibration check and are used by the system to generate the limits and mean of the control chart. Each subsequent value emerged is plotted on the chart. Values exceeding the control limits are unacceptable. These standards are rerun or remade as necessary. Values showing a trend over time may be an indication of a deteriorating standard or instrument malfunction. A method exhibiting a bias of seven consecutive points above or below the mean is considered out of control and corrective action must be taken.

WETLAB uses the control chart function in LIMS and sets appropriate criteria based on matrix, method, and QC type. Outliers will be removed and accounted for in documentation. LIMS control limits have to be manually updated once they are calculated and saved in a digital file on the network.

Any out-of-control situation should be brought to the attention of the group leader and/or the QA Manager. New cumulative control limits are generated and maintained in each department on an annual basis. The laboratory may use the method defined criteria or control charts.

11.4 Expression of Results

An integral part of producing quality data is reporting the data in the units applicable to the method used and the matrix analyzed. It is imperative that the correct units and/or conversion factors be used to ensure that the final result is not misleading. Units versus method and matrix should be checked at each step of the review process. Any detected errors should be reviewed with the group leader or analyst to determine the correct result and units.

11.5 Significant Figures

A primary objective in reporting analytical data is to present the data so it may be interpreted properly with reference to the accuracy of the analytical method used. To avoid ambiguity in reporting results or in presenting directions for a procedure, it is necessary to use "significant figures".

All the digits in a reported result are expected to be known except the last digit, which may be in doubt. Such a number is said to contain only significant figures. If more than a single doubtful digit is carried, the extra digit or digits are not significant. If an analytical result is reported as "75.6 mg/L", the analyst should be quite certain of the "75" but may be uncertain as to whether the ".6" should be .5 or .7, or even .4 or .8, because of unavoidable uncertainty in the analytical procedure. If the standard deviation is known from previous work to be ± 2 mg/L, the analyst should round off the result to "76 mg/L" before reporting it. Alternately, if the method is so efficient that a result of "75.61 mg/L" can be conscientiously reported, then the analyst should not round it off to 75.6.

Any digit that is necessary to define the specific value or quantity is said to be significant. When measured to the nearest 1 m, a distance may be recorded as 157 m; this number has

three significant figures. If the measurement had been made to the nearest 0.1 m, the distance may have been 157.4 m; this number has four significant figures.

11.5.1 Zeros are significant when they occur in the middle of a number or at the end of a number on the right-hand side of the decimal point. For example, the following significant zeros are underlined: 106, 0.0106, 0.106, 0.1060.

11.5.2 If a series of operations is to be performed (addition, subtraction, multiplication, division), all figures are carried through the calculations, then the final answer is rounded to the proper number of significant figures. The final result is expressed in terms of the number that has the least significant figures. For example, $39.3 \times 3.5 = 137.55$, but since 3.5 has only two significant figures, the final result should be expressed at 140.

11.5.3 Unless otherwise specified in the contract, WETLAB routinely reports two significant figures for analytical results, and three significant figures for quality control samples.

11.6 Rounding

Rounding off of digits is a necessary operation in all analytical areas. However, when it is applied in calculations incorrectly or prematurely, it can adversely affect the final results. Rounding off is done only as described in the following:

11.6.1 When the first digit discarded is less than five, the last digit retained should not be changed. For example, 3.46325, if rounded to four significant figures, would be 3.463; if rounded to three significant figures, 3.46.

11.6.2 When the first digit discarded is greater than five, or if it is a five followed by at least one digit other than zero, the last digit retained should be increased by one unit. For example, 8.37652, if rounded to three significant figures would be 8.38; if rounded to four digits would be 8.377.

11.6.3 When the first digit discarded is exactly five, followed only by zeros, the last digit retained should be rounded upward if it is an odd number, but no adjustment should be made if it is an even number. For example, 4.365, when rounded to three significant figures, becomes 4.36. The number 4.355 would also round to the same value, 4.36, if rounded to three significant figures.

11.7 Linear Regression

Conversion of raw data into analytical results can be achieved by a variety of methods. One of the more common means is linear regression (also known as the method of least squares), the process of forecasting future performance or relations based on past performance or relations. WETLAB incorporates this method in the majority of its data conversion processes.

The execution of a linear regression calculation is normally performed using a scientific calculator preprogrammed for this function. In linear regression, data are usually expressed as pairs of variables that can be plotted on a graph. The points are usually labeled as "x" and "y". The objective is to determine the value of "y" based on the known value of "x". If sufficient points are available and the functional relationship between the two variables is well defined, a smooth curve can be drawn through the points. If the function is not well defined, linear regression will affix a straight line to the pattern. The correlation coefficient should be calculated for each linear regression line. An acceptable coefficient should be ≥ 0.995 . A coefficient < 0.995 requires re-evaluation or reanalysis of the calibration curve. Manual computation of a linear regression equations is rarely required but may be accomplished using any comprehensive statistical reference. For ammonia analysis the calibration curve acceptance is measured by the slope (-54-60 mV) rather than the 0.995 coefficient.

11.8 Method of Standard Addition

Occasionally, the determination of analytical data becomes a difficult task due to the nature of a sample matrix and its inherent interferences. The true concentration of the compounds of interest are masked to a point where an alternate analytical procedure must be employed, i.e., the method of standard addition.

For example, a particular sample is believed to contain about 10 ppm of copper. An aliquot of the sample is taken and diluted 10-fold with water. This would make the final concentration of copper 1 ppm. A second aliquot of the sample is taken, and copper standard added so the final diluted sample will contain copper at the unknown level plus 0.5 ppm. A third aliquot of the sample is taken, and copper standard added so that after dilution the sample will contain the unknown level of copper plus 1.0 ppm.

The signals from the three samples are now measured under the same conditions. A graph is made of the signal obtained versus the concentration of copper added. The three points must lie on the same straight line. The line is now extended to the left of the signal axis into the region of the negative concentration. The concentration of the unknown is read at the point where the calibration line intersects the negative concentration axis. Instrument manuals and SOPs provide the analysts with instructions on how to perform the method of standard addition.

11.9 Development of Detection Limits

The method detection limit (MDL) is defined as the point at which the observed signal can reliably be considered to be caused by the analyte being measured.

WETLAB follows the specification in 40 CFR Part 136, Appendix B to determine method detection limits (MDL). The laboratory must be made aware of updated revisions to maintain current procedures. The procedure is further described in WETLAB SOP 9.10. MDL determinations shall be performed quarterly (two per instrument per quarter) using

standard solutions at approximately 3-5 times the published IDL for each method, or the concentration value that corresponds to known instrumental limitations. Once per year the MDL data is compiled to determine the calculated MDL. In 2017 40 CFR has instructed MDL data to also include blank data. Preparation of the standard solutions shall include all preparation steps (digestion, filtration, extraction, distillation, etc.) that would be used in the preparation of environmental samples. The calculated MDL is determined using the standard deviation of the results and multiplying the standard deviation by the appropriate "t statistic" from the chart below (taken from Chapter 1, Section 5 of SW-846). The MDL calculated from blanks is done a few different ways depending on the type and amount. Please see 40 CFR Part 136, Appendix B for specific instructions.

STUDENT'S t VALUES AT THE 99 PERCENT CONFIDENCE LEVEL

Number of Replicates	Degrees of Freedom (n-1)	t(n-1, 0.99)
7	6	3.143
8	7	2.998
9	8	2.896
10	9	2.821

MDL is calculated as follows:

$$MDL = t \times S$$

Where: t = student's t values at the 99% confidence level (see table)

S = Standard deviation

Soil sample MDL determinations for organics may be performed using muffled sand, an appropriate salt or other soil matrix substitute.

The instrument detection limit (IDL) is defined to be three times the average of the standard deviations obtained on three nonconsecutive days from the analysis of a standard solution, with seven consecutive measurements of that solution per day. The standard solutions analyzed shall be prepared at a concentration of 3 to 5 times instrument manufacturer's estimated IDL. Where no such estimated IDL exists, the procedure-specific method detection limit may be used.

MDL studies are not required for acidity, alkalinity, BOD, color, corrosivity, DO, gravimetric oil and grease, hardness, ignitability, pH, titrimetric sulfide, conductivity, any of the solids methods, or turbidity.

WETLAB holds certifications in Nevada and California. WETLAB can obtain certification in Wyoming (via EPA region 8, includes region 8 Tribal lands) and Idaho per SDWA. Following is a list of certifications which are current at the time of issuance of this document. Current scope of accreditation and certificates are saved N:\Certifications\Current Certifications.

<u>Agency</u>	<u>Analytes</u>
Nevada	Microbiology, SDWA inorganics, CWA inorganics, RCRA organics, RCRA inorganics
California	Microbiology, SDWA inorganics, CWA inorganics, RCRA inorganics

13.0 PERFORMANCE EVALUATION STUDIES

As part of an on-going laboratory QA/QC program, WETLAB routinely participates in semi-annual Water Pollution (WP) and Water Supply (WS) Performance Evaluation Studies and in round-robin proficiency testing and laboratory certification programs conducted by the local and state agencies. These studies are procured from a National Institute of Standards and Technology (NIST) accredited laboratory.

Performance Evaluation Study	Analyses Performed	Frequency
Water Supply (WS) PE Study	Inorganics, Alkalinity, pH, Phosphate, Turbidity, Nitrite, Metals, Coliform Bacteria, Organics	Semi-annually
Water Pollution (WP) PE Study	Nutrients, Demand, Minerals, Inorganics, Nitrite. Metals, Bacteria, Organics	Semi-annually
SOIL PE Study	Ignitability, Corrosivity, Metals, Cyanide	Semi-annually

13.1 The laboratory must report and pass proficiency for any parameter, certified method, and matrix the laboratory holds accreditation. The laboratory must pass 2/3 PE studies for each study type. If the laboratory has an out of acceptance parameter, then a corrective action report must be generated.

14.0 CONTRACT REVIEW

Prior to accepting a contract or order for work, the contractual materials are reviewed to ensure that the clients project requirements are adequately defined and understood, and that the laboratory can meet those requirements. The review process is defined in the procedure for Contract Review, 09.12.

APPENDICES

Appendix A.	Quality Assurance Glossary
Appendix B.	Containers, Preservatives & Holding Times
Appendix C.	Site Specific Information
Appendix D.	Example of an Internal Audit Checklist
Appendix E.	Calibration / Quality Control Criteria
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APPENDIX A

QUALITY ASSURANCE GLOSSAR

Quality Assurance Glossary

Accreditation - A formal process by which a laboratory is evaluated for its competence to perform a specified kind(s) of measurement. Also, the decision based upon such a process. When a certificate is issued, the process is often called certification.

Accuracy - The degree of agreement of a measured quality of concern.

Aliquot - A part which is a definite fraction of a whole; as, aliquot samples for testing or analysis .

Analyte - The specific component measured in a chemical analysis.

Blank - The measured value obtained when a specified component of a sample is not present during the measurement. In such a case, the measured value/signal for the component is believed to be due to artifacts; hence, it should be deducted from a measured value to give a net value due to the component contained in a sample. The blank measurement must be made so that the correction process is valid.

Blind Sample - A sample submitted for analysis whose composition is known to the submitter but unknown to the analyst. A blind sample is one way to test proficiency.

Calibration - Comparison of a measurement standard or instrument with another standard or instrument to report or eliminate by adjustment any variation (deviation) in the accuracy of the item being compared.

Certification - See Accreditation.

Check Standard - A standard originating from a separate source than the calibration standard. This standard is analyzed at a minimum of every ten samples. The results are generally plotted on a control chart to evaluate the measurement process.

Control Chart - A graphical plot of test results with respect to time or sequence of measurement, together with limits within which they are expected to lie when the system is in a state of statistical control.

Control Limit - The limits shown on a control chart beyond which it is highly improbable that a point could lie while the system remains in a state of statistical control.

Detection Limit - The smallest concentration/amount of some component of interest that can be measured by a single measurement with a stated level of confidence.

Duplicate Sample - A second sample randomly selected from a population of interest to assist in the evaluation of sample variance.

Equipment Blank - Reagent water that is used to rinse sampling equipment. The results are used to verify the decontamination process between samples.

Error - Difference between the true or expected value and the measured value of a quantity or parameter.

Internal Standard - A standard added to each sample at the sample concentration. response of the

unknown is compared to the response of the standard.

Laboratory sample - A sample intended for testing or analysis prepared from a gross sample or otherwise obtained. The laboratory sample must retain the composition of the gross sample. Often, reduction in particle size is necessary in the course of reducing the quantity.

Limit of Quantitation (LOQ) - The lower limit of concentration or amount of substance that must be present before a method is considered to provide quantitative results. By convention, $LOQ = 10s_0$, where s_0 is the estimate of the standard deviation at the lowest level of measurement.

Matrix Spike - A known concentration of standard is added to a sample of known quantity and analyzed. The purpose is to determine whether the sample matrix contributes bias to the results.

Matrix Spike Duplicate - A second matrix spike analyzed on between the two results is calculated to measure precision.

Method - An assemblage of measurement techniques and the order in which they are used.

Method Blank - An aliquot of reagent water is treated exactly as the sample and analyzed. the results must fall below the MDL.

Performance Audit - A process to evaluate the proficiency of an analyst or laboratory by evaluation of the results obtained on a known test material.

Precision - The degree of mutual agreement characteristic of independent measurements as the result of repeated application of the process under specified conditions. It is concerned with the closeness of results.

Primary Standard - A substance or artifact, the value of which can be accepted (within specific limits) without question when used to establish the value of the same or related property of another material. Note that the primary standard for one user may have been a secondary standard of another.

Procedure - A set of systematic instructions for using a method of measurement or the steps or operations associated with them.

Quality - An estimation of acceptability or suitability for a given purpose of an object. item, or tangible or intangible thing.

Quality Assessment - The overall system of activities whose purpose is to provide assurance that the quality control activities are done effectively. It involves a continuing evaluation of performance of the production system and the quality of the product produced.

Quality Assurance - A system of activities to provide to the producer/user of a product/service the assurance that it meets defined standards of quality, utilizing quality control and quality assessment.

Quality Control - The overall system to control the quality of a product or service so that it meets the needs of users. The aim is to provide quality that is satisfactory, adequate, dependable and economic.

Relative Standard Deviation - The coefficient of variation expressed as a percentage.

Replicate - A counterpart of another, usually referring to an analytical sample or measurement, for which duplicate is the special case consisting of two samples or measurements.

Sample - A portion of a population or lot. It may consist of an individual or groups of individuals. It may refer to objects, materials or measurements, conceivable as part of a larger group.

Sensitivity - Capability of methodology or instrumentation to discriminate between samples with differing concentrations or containing differing amounts of an analyte.

Significant Figure - A figure(s) that remains to a number or decimal after the ciphers to the right or left are canceled.

Standard - A substance or material with properties believed to be known with sufficient accuracy to permit its use to evaluate the same property of another. In chemical measurements, it often describes a solution or substance commonly prepared by the analyst to establish a calibration curve or the analytical response of an instrument.

Standardization - The process whereby the value of a potential standard is fixed by measurement with respect to a standard(s) of known value.

Standard Addition - A method in which small increments of a substance under measurement are added to a sample under test to establish a response function, or to determine by extrapolation the amount of a constituent originally present in the test sample.

Standard Method - A method (or procedure) of test developed by a standards-writing organization, based on a consensus opinion or other criteria by a collaborative testing procedure.

Standard Operating Procedure (SOP) - A procedure adopted for repetitive use when performing a specific measurement or sampling operation.

Surrogate - A compound that is added to each sample to monitor extraction and purge efficiency.

Travel Blank - Reagent water that is placed in a sample container and treated like samples in terms of exposure to site conditions, storage, etc. Generally analyzed for VOCs only.

Traceability - The ability to trace the source of uncertainty of a measurement or a measured value .

Warning Limits - The limits shown on a control chart within which most of the test results are expected to lie (within a 95% probability) while the system remains in a state of statistical control

APPENDIX B CONTAINERS, PRESERVATIVES & HOLDING TIMES

SAMPLE PRESERVATIVES AND HOLD TIMES WATER / AQUEOUS / SOILS

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Acidity	Acidity	SM2310B	100mL	1L P	2-6° C	14 days
Aggressive Index	Aggressive Index	various	500mL	1 L P	2-6° C	Immed.
Alkalinity	Alkalinity (T)	SM2320B	100mL	1L P	2-6° C	14 days
Aluminum, Al	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Aluminum, Al Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Ammonia-Nitrogen	NH3-N_Timberline	Timberline Ammonia	500mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Antimony, Sb	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Antimony, Sb Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Arsenic, As	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Arsenic, As Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Arsenic Speciation (subcontract)	SC_Arsenic Speciation	EPA 200.8		250 mL brown plastic	acetic/EDTA	28 days
Asbestos (subcontract)	SC_Asbestos	TEM	1000mL	1L P	2-6° C	48 hours
Barium, Ba	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Barium, Ba Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Barium, Ba	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Barium, Ba Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Benzene	VOC_*Method #	EPA 524.2	80 mL	2-40mL G vials	2-6° C, ascorbic, HCl in field	14 days
Beryllium, Be	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Beryllium, Be Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Beryllium, Be	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Beryllium, Be Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Bismuth, Bi	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Bismuth, Bi Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
BOD	BOD_mu07	SM5210B	500mL	1L P	2-6° C	48 hours
Boron, B	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Boron, B Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Bromide	Anions	EPA 300.0	20 mL	500 mL P	2-6° C	28 Days
BTEX	VOC_*Method #	EPA 8260B	80 mL	2-40mL G vials	2-6° C, HCl in field	14 days
Cadmium, Cd	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Cadmium, Cd Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Cadmium, Cd	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Cadmium, Cd Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Calcium, Ca	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Calcium, Ca Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
CBOD	CBOD	SM5210B	500mL	1L P	2-6° C	48 hours
Chloride	Anions	EPA 300.0	100mL	500 mL P	2-6° C	28 days
Chromium, Cr	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Chromium, Cr Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Chromium, Cr	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Chromium, Cr Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Cobalt, Co	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Cobalt, Co Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Conductivity	EC	SM2510B	500mL	1 L P	2-6°C	28 days
Copper, Cu	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Copper, Cu Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Copper, Cu	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Copper, Cu Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Cyanate	Cyanate	SM4500CN L	500mL	1 L P	2-6°C, NaOH pH>12	14 days
Cyanide-Total	CN(T)	SM4500CNC	100mL	500 mL P	2-6°C, NaOH pH>12	14 days
Cyanide-WAD	CN(W)	SM4500CNI, E	100mL	500 mL P	2-6°C, NaOH pH>12	14 days
COD	COD	EPA 410.4	50mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Color	Color (with pH)	SM2120B	50mL	1 L A	2-6°C	48 hours
Dioxin (subcontract)	SC_Dioxin	EPA 1613	1000mL	2-1 L amber glass	2-6°C	1 year
Dissolved Ammonia-Nitrogen	NH3-N_Timberline (D)	Timberline Ammonia	500mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2 filter	28 days
Dissolved Kjeldahl Nitrogen	DKN	EPA 351.2	100mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2 filter	28 days
Dissolved Nitrate Nitrogen	ANIONS_Low (Dissolved)	EPA 300.0	100mL	500 mL P	2-6° C, filter	48 hours
Dissolved Nitrite Nitrogen	ANIONS_(Dissolved)	EPA 300.0	100mL	500 mL P	2-6° C, filter	48 hours
Dissolved Nitrogen	D-N	Calc.	100mL	500 mL P	either none or H ₂ SO ₄	48 hours
Dissolved Orthophosphate	O-P (D)	EPA 365.3	50mL	500 mL P	2-6° C, filter	48 hours
Dissolved Oxygen	DO_mu07	SM4500 OG	300mL	1-DO bottle w/stopper	2-6°C, unpres	15 mins
Domestic Well	DOMESTIC WELL	Various	1000mL	1 L P	2-6°C	30 hours
Electrical Conductivity	EC	SM2510B	500mL	1 L P	2-6°C	28 days
Fish Bioassay (subcontract)	SC_FishBioassay	varies	varies	varies- check w/ sub		
Fixed Dissolved Solids	FDS	SM2540E	500mL	1 L P	2-6°C	7 days
Fecal Coliform	Fecal by Quant/Colilert-18	SM9222D	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	8 hours
Fluoride	Anions	EPA 300.0	100mL	500 mL P	2-6° C	28 days
Gallium, Ga	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Gallium, Ga Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Glycol, Propylene (subcontract)	SC_Glycol		500mL	500 mL G	2-6°C	7 days

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Gold, Au	Au	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Gross Alpha (subcontract)	SC_Gross Alpha	EPA 600	1000mL	1/2 gallon P	none	6 months
Gross Beta (subcontract)	SC_Gross Beta	EPA 900	1000mL	1/2 gallon P	none	6 months
Haloacetic Acid	SC_HAA5	EPA 552.1	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days
Hardness	HDN	SM2340B	200mL	500 mL P	2-6°C, HNO ₃ , pH<2	6 months
Herbicides (subcontract)	SC_herbicides in water	varies	varies	varies-check w/ sub		
Hexavalent Chromium (Subcontracted)	SC_Chromium Speciation	SM3500Cr D	200mL	200 ml EAA preserved	200 ml EAA preserved	7 day
Heterotrophic Plate Count	HPC	SM9215B	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	8 hours
Iron, Fe	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Iron, Fe Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Isotopic Uranium (subcontract)	SC_Isotopic uranium	EPA 900	1000mL	1/2 gallon P	none	6 months
Langelier Index	Langelier Index	Calc.	500mL	1 L P	2-6°C	immediately
Lead, Pb	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Lead, Pb Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Lead, Pb	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Lead, Pb Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Lithium, Li	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Lithium, Li Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Magnesium, Mg	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Magnesium, Mg Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Manganese, Mn	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Manganese, Mn Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Manganese, Mn	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Manganese, Mn Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
MBAS (surfactants)	MBAS	SM5540C	500mL	1 L P	2-6°C	48 hours

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Mercury, Hg	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	28 days
Mercury, Hg Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	28 days
Mercury, Hg	Hg	EPA 245.1	50mL	500 mL P	HNO ₃ , pH<2	28 days
Mercury, Hg Dissolved	Hg(D)	EPA 245.1	50mL	500 mL P	HNO ₃ , pH<2 filter first	28 days
Molybdenum, Mo	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Molybdenum, Mo Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
MTBE	VOC_*Method #	EPA 8260B	80 mL	2-40mL G vials	2-6° C, HCl in field	14 days
Nickel, Ni	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Nickel, Ni Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Nickel, Ni	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Nickel, Ni Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Nitrate as Nitrogen	Anions	EPA 300.0	100mL	500 mL P	2-6° C	48 hours
Nitrate as Nitrogen (low level)	Anions_low	EPA 300.0	100mL	500 mL P	2-6° C	48 hours
Nitrite Nitrogen	Anions	EPA 300.0	100mL	500 mL P	2-6° C	48 hours
Nitrate+Nitrite (analyzed)	NO3+NO2_lachat	EPA 353.2	100mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Nitrate+Nitrite (calculated)	Nitrate+Nitrite	Calc.	100mL	500 mL P	2-6° C	48 hours
Odor	Odor	SM2150B	500mL	500 mL G	2-6°C	24 hours
Organochlorine pesticides (sub)	SC_Pesticides	EPA 614	1000mL	1 L amber glass	2-6°C	7 days
Oil and Grease	O&G	EPA1664	1000mL	1 L amber glass	2-6°C,HCl or H ₂ SO ₄	28 days
Oil and Grease (low level)	O&G_low	EPA1664	2000mL	2 L amber glass	2-6°C,HCl or H ₂ SO ₄	28 days
Orthophosphate	O-P	EPA 365.3	100mL	500 mL P	2-6° C	48 hours
Particle Size Distribution (sub)	SC_Particle Size	none	400mL	500 mL P	2-6° C	N/A
Perchlorate	SC_Perchlorate	EPA 314	100mL	500 mL P	2-6° C	28 days
Pesticides (subcontract)	SC_Pesticides	varies	varies	varies-check w/ sub		
pH	pH_mu07	SM4500H+ B	100mL	1 L P	2-6° C	Immediately

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Phenols (subcontract)	SC_Phenols	EPA 420.1	500mL	1 L amber glass	2-6° C	7 days
Phosphorus, P	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Phosphorus, P Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Total Phosphorus	T-P	EPA 365.3	100mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Dissolved Phosphorus	D-P	EPA 365.3	100mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2 filter	28 days
Polyaromatic hydrocarbons (subcontracted)	SC_PAH	EPA 8310	1000mL	2 L amber glass	2-6° C	7 days
Potassium, K	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Potassium, K Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
P/A (presence/absence)	T-Coli	SM 9223	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	30 hours
Quantitray (bacteria MPN)	Quant	SM 9223	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	8 hours
Radium 226/228 (subcontract)	SC_Radium 226/228	EPA 900.3/904	1000mL	1/2 gallon P	none	6 months
Radon (subcontract)	SC_Radon	7500RN	80 mL	2-40mL G vials	2-6° C	72 hours
Redox Potential	Redox Potential	SM2580B	100mL	1 L P	2-6° C	Immediately
Residual Chlorine	ResChlorine-Meter	SM4500Cl G	100mL	1 L P Amber P or G	2-6° C	Immediately
Resistivity	Resis	SM2510B	500mL	1 L P	2-6°C	28 days
SBOD	SBOD_mu07	SM5210B	500mL	1 L P	2-6° C	48 hours
Scandium, Sc	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Scandium, Sc Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
SCOD	SCOD	EPA 410.4	50mL	500 mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Selenium, Se	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Selenium, Se Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Settleable Solids	Settleable Solids	SM2540F	1000mL	1 L P	2-6° C	48 hours
Silica, SiO ₂	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Silica, SiO ₂ Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Silicon, Si	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Silicon, Si Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Silver, Ag	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Silver, Ag Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Silver, Ag	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Silver, Ag Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
SOC (subcontract)	SC_SOC	various		SOC Kit	SOC Kit, 2-6°C	7 days
Sodium, Na	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Sodium, Na Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Specific Gravity	Specific Gravity	SM2710F	100mL	250mL P	2-6° C	28 days
Strontium, Sr	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Strontium, Sr Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Sulfate	Anions	EPA 300.0	100mL	500 mL P	2-6° C	28 days
Sulfide (subcontracted)	SC_Sulfide	Hach 8131	50 mL	500 mL P	2-6°C NaOH pH>9, ZnAcC	7 days
Sulfite	Sulfite	Ion Chromatography	100mL	500 mL P	2-6° C	28 days
Sulfur	S	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
SVOC (subcontract)	SC_SVOC	EPA 8270B	2000mL	2-1 L amber glass	2-6° C	14 days
TCLP Hg	TCLP Mercury (7470A)	EPA 7470A	500mL	500 mL P	2-6° C	28 days
TCLP metals	TCLP ICP Metals (6010B)	EPA 6010B	500mL	500 mL P	2-6° C	6 months
TCLP 11	SC_TCLP11	EPA 625	80mL	2-40mL G vials	2-6° C	14 days
Thallium, Tl	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Thallium, Tl Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Thiocyanate	Thiocyanate	SM4500CN M	500mL	500 mL P	HNO ₃ , pH<2	14 days
Thorium, Th	SC_Thorium	EPA 200.7	50mL	1L P		6 months
Tin, Sn	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Tin, Sn Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Titanium, Ti	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Titanium, Ti Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Total Kjeldahl Nitrogen	TKN	EPA 351.2	100mL	500mL P	2-6°C, H ₂ SO ₄ , pH<2	28 days
Total Coliform	T-Coli	SM 9223	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	30 hours
Total Cyanide (Total CN)	CN(T)	SM4500CNC	100mL	500 mL P	2-6°C, NaOH pH>12	14 days
Total Dissolved Solids	TDS with prep	SM2540C	500 mL	1 L P	2-6°C	7 days
Total Nitrogen	T-N	Calc.	100mL	500 mL P	2-6° C	48 hours
Total Nitrogen (low level)	T-N_low	Calc.	100mL	500 mL P	2-6° C	48 hours
Total Organic Carbon	TOC	SM5310 C	250mL	250mL amber	2-6° C, H ₃ PO ₄	28 days
Total Organic Halides (Sub)	SC_TOX	SM9020B	500mL	500 mL amber glass	2-6°C, H ₂ SO ₄ , pH<2	14 days
TPH-gas	TPH - Purgeable(with Prep)	EPA 8015B	40mL	3-40mL G vials	2-6° C, HCl in field	14 days
TPH-diesel	TPH - Extractable(with Prep)	EPA 8015B	1000mL	1 L amber glass	2-6° C	7 days
TPH-Oil	TPH - Extractable(with Prep)	EPA 8015B	1000mL	1 L amber glass	2-6° C	7 days
Total Solids	T-S_mu07	SM2540B	500mL	1 L P	2-6°C	7 days
Total Suspended Solids	TSS_mu07	SM2540D	500mL	1 L P	2-6°C	7 days
Total Trihalomethanes	TTHM	EPA 524.2	120mL	3-40mL G vials amber	2-6°C, Na ₂ S ₂ O ₃	14 days
Tungsten, W	W, MS	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Turbidity	Turb	EPA 180.1	100 mL	1 L P	2-6°C	48 hours
Total Volatile Suspended Solids	TVSS	EPA 160.4	500mL	1 L P	2-6°C	7 days
Uranium, U	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Uranium, U Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Vanadium, V	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months

Vanadium, V Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Vanadium, V	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Vanadium, V Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
VOC	VOC_*Method #	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
WAD Cyanide (WAD CN)	CN(W)	SM4500CNI	100mL	500 mL P	2-6°C, NaOH pH>12	14 days
Zinc, Zn	ICP Metals (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2	6 months
Zinc, Zn Dissolved	ICP Metals (D) (200.7)	EPA 200.7	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Zinc, Zn	ICPMS Metals (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2	6 months
Zinc, Zn Dissolved	ICPMS Metals (D) (200.8)	EPA 200.8	50mL	500 mL P	HNO ₃ , pH<2 filter first	6 months
Total Coliform Multi Tube Fermentation	Total Coliform (Multi Tube)	SM 9221B+C	100mL	100 mL (sterile)	2-6°C, Na ₂ S ₂ O ₃	
WETLAB 2:1 DI Water Ext.	WL 2.0 2:1 DI extraction	WL 2.0	NA	NA	NA	NA
WETLAB 3:1 DI Water Ext.	WL 3.0 3:1 DI extraction	WL 3.0	NA	NA	NA	NA
WETLAB 4:1 DI Water Ext.	WL 4.0 4:1 DI extraction	WL 4.0	NA	NA	NA	NA
WETLAB 5:1 DI Water Ext.	WL 5.0 5:1 DI extraction	WL 5.0	NA	NA	NA	NA
WETLAB 10:1 DI Water Ext.	WL 10.0 10:1 DI extraction	WL 10.0	NA	NA	NA	NA
Bromate	Disinfection Anions	EPA 300.1	100 mls	1-Liter plastic	2-6°C	28 Days
Bromide	Disinfection Anions	EPA 300.1	100 mls	1-Liter plastic	2-6°C	28 Days
Chlorate	Disinfection Anions	EPA 300.1	100 mls	1-Liter plastic	2-6°C	28 Days
Chlorite	Disinfection Anions	EPA 300.1	100 mls	1-Liter plastic	2-6°C	28 Days
Sulfite	Sulfite	EPA 300.0	50 mls	1-Liter plastic	2-6°C	28 Days
Thiosulfate	Thiosulfate	EPA 300.0	50 mls	1-Liter plastic	2-6°C	28 Days
1,1,1,2- Tetrachloroethane	VOC_*method #*	EPA524.2/625/8260	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,1,1-Trichloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,1,2,2- Tetrachloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,1,2-Trichloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days

1,1-Dichloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
1,1-Dichloroethene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,1-Dichloropropene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,2-Dibromo-3-chloropropane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,2-Dibromoethane (EDB)	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,2-Dichlorobenzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,2-Dichloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,2-Dichloropropane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,3-Dichlorobenzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,3-Dichloropropane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
1,4-Dichlorobenzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
2,2-Dichloropropane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
2-Butanone (MEK)	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
2-Chloroethyl vinyl ether	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
2-Chlorotoluene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
2-Hexanone	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
4-Chlorotoluene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
4-Methyl-2-pentanone (MIBK)	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Acetone	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Parameter	LIMS Test	Method	Amount	Container	Preservation	Hold Time
Acetonitrile	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Acrolein	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Acrylonitrile	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Benzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Bromodichloromethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Bromoform	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days

Bromomethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Carbon Disulfide	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Carbon Tetrachloride	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Chlorobenzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Chlorodibromomethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Chloroethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Chloroform	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Chloromethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
cis-1,2-Dichloroethene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
cis-1,3-Dichloropropene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Dibromoethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Dichlorodifluoromethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Ethylbenzene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
m,p-Xylene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Methyl-t-butyl Ether (MTBE)	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Methylene chloride	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Naphthalene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
o-Xylene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Styrene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Tetrachloroethene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Toluene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
trans-1,2-Dichloroethene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
trans-1,3-Dichloropropene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Trichloroethene	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Trichlorofluoromethane	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Vinyl acetate	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days

Vinyl Chloride	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Xylenes (Total)	VOC_*method #*	EPA524.2/625	120mL	3-40mL G vials	2-6° C, HCl in field	14 days
Bromodichloromethane	TTHM	EPA 524.2	120ml	3-40mL Amber G vials	2-6° C, Sodium Thiosulfate	14 days
Bromoform	TTHM	EPA 524.2	120ml	3-40mL Amber G vials	2-6° C, Sodium Thiosulfate	14 days
Chloroform	TTHM	EPA 524.2	120ml	3-40mL Amber G vials	2-6° C, Sodium Thiosulfate	14 days
Dibromochloromethane	TTHM	EPA 524.2	120ml	3-40mL Amber G vials	2-6° C, Sodium Thiosulfate	14 days

Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
Dibromoacetic Acid (DBAA)	HAA5	EPA 552.3	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days
Dichloroacetic Acid (DCAA)	HAA5	EPA 552.3	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days
Monobromoacetic Acid (MBAA)	HAA5	EPA 552.3	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days
Monochloroacetic Acid (MCAA)	HAA5	EPA 552.3	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days
Trichloroacetic Acid (TCAA)	HAA5	EPA 552.3	150 mL	250 mL amber glass	2-6°C, NH ₄ Cl	28 days

NV Modified Sobek (Alt. 1, ABA)						
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
AGP-Total Sulfur	AGP-Total Sulfur		100 g	souffle cup	none	NA
ANP/AGP-Total Sulfur (Siderite)	ANP/AGP-Total Sulfur Siderite		100 g	souffle cup	none	NA
ANP (Siderite)	ANP Siderite		100 g	souffle cup	none	NA
NNP (Siderite)	NNP Siderite		100 g	souffle cup	none	NA
Total Sulfur	Total Sulfur		100 g	souffle cup	none	NA

NV Modified Sobek (Alt. 2, ABA)						
Parameter	LIMS Test	Method	Amount	Container	Preservative	Hold Time
AGP-Pyritic Sulfur	AGP- Pyritic Sulfur		100 g	souffle cup	none	NA
AGP-H2O Soluble Sulfur	AGP-H2O Sol. Sulfur		100 g	souffle cup	none	NA
ANP/AGP-Pyritic (Siderite)	ANP/AGP-Pyritic_Siderite		100 g	souffle cup	none	NA
Saturated Paste Preparation	CSTPM S:1.0 paste		100 g	souffle cup	none	NA
H2O Soluble Sulfate	H2O Sol. Sulfate		100 g	souffle cup	none	NA
Non-extractable Sulfur	Non-Ext. Sulfur		100 g	souffle cup	none	NA
Paste pH	pH, Paste		100 g	souffle cup	none	NA
Pyritic Sulfur	Pyritic Sulfur		100 g	souffle cup	none	NA
Sulfate Sulfur	Sulfate Sulfur		100 g	souffle cup	none	NA
Total AGP	Total AGP		100 g	souffle cup	none	NA
						NA

RADIONUCLIDES

Method	LIMS Test	Amount	Container	Preservation	Hold Time
900	SC_Radiological, all except Rn222 and Tritium	1 Gallon 50 g solid	2-1/2 Gallon P 250 mL G jar	None	6 months 6 months
RN-222	SC_Radon 222	80 ml	2x40 mL amber G	None	72 hours
906.0	SC_Tritium (H3)	250 ml AQ 300 g (Sample size varies with solid moisture content)	1-250 mL G 2 - 250 mL G jar	None	6 months 6 months

Appendix C

Site Specific Information

WETLAB Western Environmental Testing Laboratory QUALITY ASSURANCE PLAN

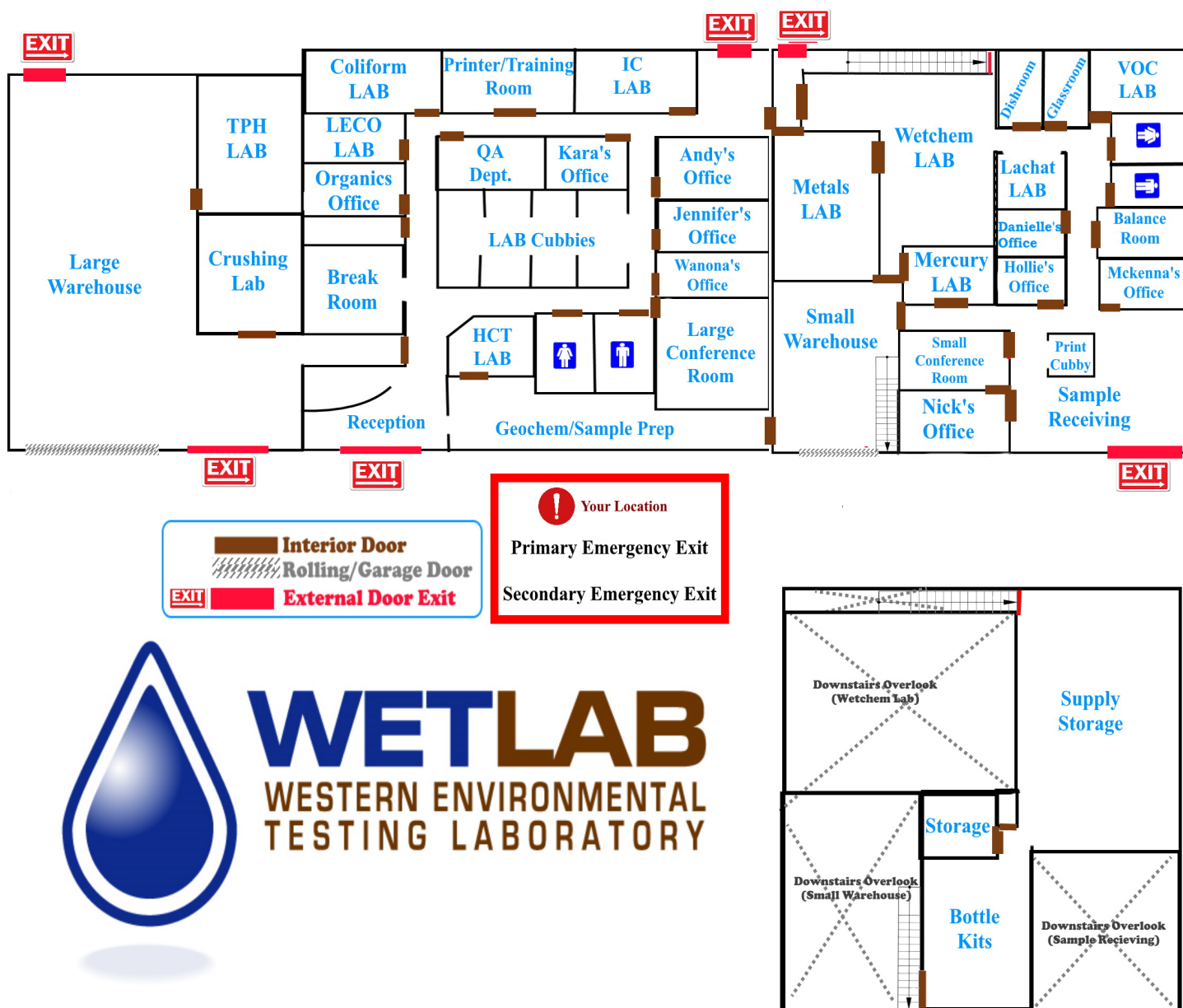
This document contains information specific to the WETLAB facilities and is organized in the following format:

- a) Facility Floor Plans
- b) Major Instruments and Equipment

a) WETLAB FACILITIES

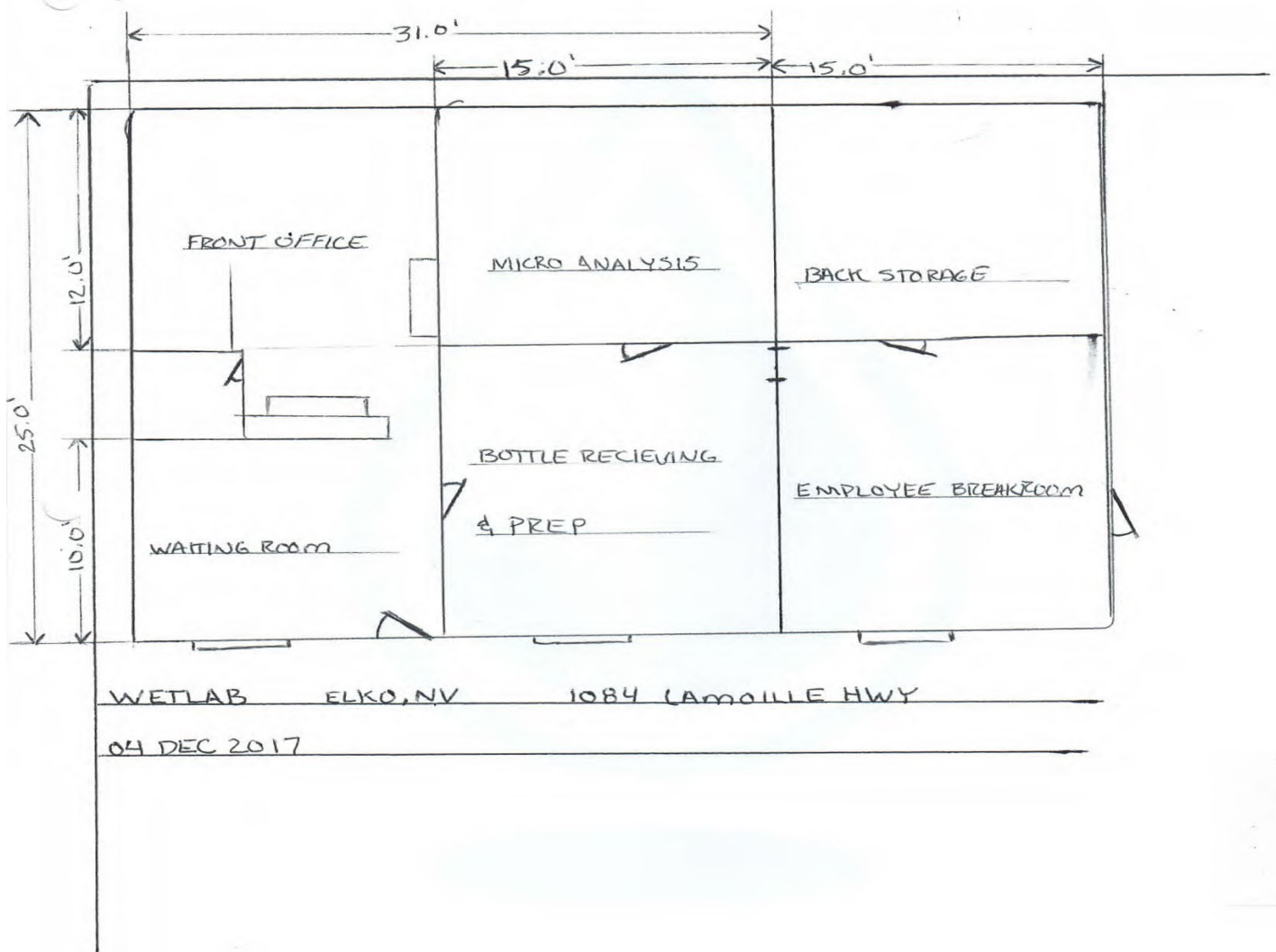
The WETLAB-Sparks facility located at 475 E. Greg St, Sparks Nevada is an 18,000 square foot building with individual laboratories for analyses in metals, volatile organics, semi-volatile organics, mining testing, and wet chemistry. A floor plan is shown in the following figure:

FIGURE 3-1WETLAB SPARKS FACILITY FLOOR PLAN



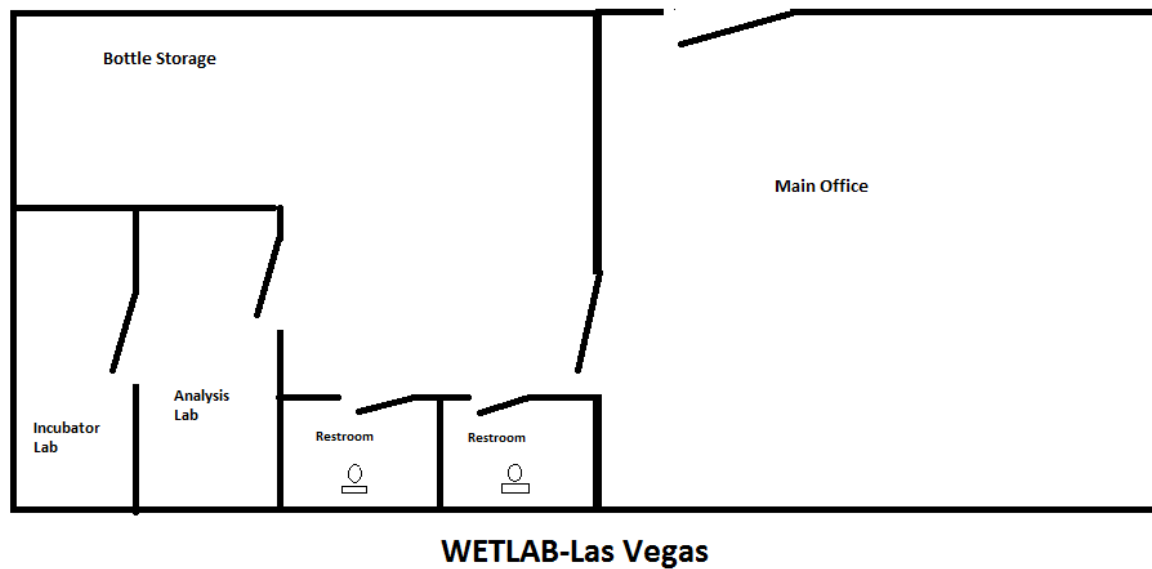
The WETLAB facility located at 1084 Lamoille Highway Elko, Nevada is an 800 square foot space utilized for microbiology analysis. A floor plan is shown in the following figure:

FIGURE 3-2 WETLAB ELKO FACILITY FLOOR PLAN



The WETLAB-Las Vegas facility located at 3230 Polaris Ave. #4, Las Vegas, Nevada is a 633 square foot building with individual laboratories for analysis and incubation of samples. A floor plan is shown in the following figure:

FIGURE 3-3 WETLAB LAS VEGAS FACILITY FLOOR PLAN



b) WETLAB Equipment

The equipment is tracked by the QA Department in the Instrument/Equipment List located on the QA Drive.
K:\Instrument & Equipment Tracker

TABLE 4-1 WETLAB Major Analytical Equipment

Miscellaneous wet chemistry glassware, block digesters, balances, ovens, water baths
Metrohm Compact IC Pro Ion Chromatographs
Thermo UV/VIS Evolution 201 Spectrophotometer
Lachat Quickchem 8500 Series 2 Flow Injection Analyzer
Apera TN500 Portable Turbidity Meter
Environmental Express C6002 Cyanide/Ammonia Distillation Units
Oil & Grease Solid Phase Extraction System
WESTCO Digestion blocks
Thermo iCAP 7000 Series ICP-OES
Thermo iCAP RQ ICPMS
Perkin Elmer Nexion 300X ICP-MS
CETAC M-6000A Mercury Analyzer
Perkin Elmer Clarus 680 GC-MS
Perkin Elmer Clarus 680 GC-HS
Metrohm 855 Robotic Titrosampler
LECO CS230 SL Carbon/Sulfur Analyzer
Teledyne Tekmar Fusion UV-Persulfate TOC analyzer
Teledyne Tekmar TOC Fusion
Shimadzu GC/FID
Shimadzu GC2010 Plus GC-MS

APPENDIX D
EXAMPLE OF AN INTERNAL AUDIT CHECKLIST

INTERNAL AUDIT CHECKLIST

Date of Audit: _____ Department: _____ Audited by: _____

QA/ QC Procedures	YES	NO	N/A	Comments
Are analysts following procedures outlined in SOPs and methods?				
Are standard curves prepared to adequately cover the expected concentration ranges of the sample?				
Are standard curves prepared daily or verified daily?				
Are new curves generated whenever out-of-control conditions are indicated or new reagents are prepared?				
Is control chart data maintained and updated regularly?				
Have method detection limits been determined for each matrix type and documented?				
Have method detection limits been updated regularly according to method guidelines?				
1. Are the following run at a frequency consistent with the method and WETLAB standard operating procedures?				
1.1 Laboratory Control Samples				
1.2 Method Blank				
1.3 Calibration Blank				
1.4 Spikes				
1.5 Spiked Duplicates				
1.6 Duplicates				
Are trip and field blanks analyzed as needed?				
Is the data reviewed by a supervisor/peer and signed off before it leaves the department?				
Are records kept of all lab observations and calculations and signed off by analyst or supervisor?				
Are data review checklists used by all analyst?				
Have contamination problems been encountered? Were they documented and corrected?				
Have any out-of-control situations been encountered? Was the corrective action plan documented?				
Are SOPs and other reference materials up-to-date?				
Is lab equipment properly maintained and maintenance documented?				
Are preventative maintenance procedures documented?				
Are instrument run logs maintained and signed off by the supervisor?				
Are instrument operating manuals available to the analyst?				
Are calibration records kept for equipment?				
Are standards traceable to NIST or EPA standards?				
Are fresh standards prepared at a frequency consistent with good QC?				
Are standard preparation logs maintained?				

QA/ QC Procedures	YES	NO	N/A	Comments
Are instrumentation gas logs maintained?				
Are standards properly labeled with concentrations, date of preparation, expiration date and person who prepared the reagent?				
Are all hoods functional; hood flow monitored and documented?				
Is the pH meter calibrated daily with two buffers in the range of interest? Is fresh buffer used daily?				
Are the conductivity meters calibrated with 0.01M KCl before each use?				
Is the analytical balance calibrated with a set of class "S" or "S1" weights quarterly?				
Have the "S" class weights been calibrated within the past three years?				
Are refrigerator temperatures monitored daily with an accurate thermometer?				
Are incubator temperatures monitored daily with an accurate thermometer?				
Are the water bath temperatures monitored and recorded when in use?				
Are sample containers properly stored and routinely checked for contamination?				

Comments:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX E

METHOD SPECIFIC CALIBRATION, QC CRITERIA AND CORRECTIVE ACTIONS

Appendix E. Method-Specific Calibration and QC Criteria

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
TKN by FIA	351.2	Initial calibration (4 std, 1 blank)	$r \geq 0.995$	Recalibrate
		Continuing calibration (1 daily or every 10 samples)	$\pm 10\%$	Recalibrate; reanalyze previous 20 samples
		Matrix Spike per 10 samples	See SOP	
		Calibration blank (after each calibration check and end of run)	<Report Limit	
NO ₃ +NO ₂ , NO ₂ , NO ₃ (calc)	353.2	Initial calibration (5 std, 1 blank)	$r \geq 0.995$	Recalibrate
		Continuing calibration (1 daily or every 10 samples)	$\pm 10\%$	Recalibrate; reanalyze previous 10 samples
		Matrix Spike per 10 samples	$\pm 20\%$	Reanalyze
		QC Check Standard After ICAL	$\pm 10\%$	Recalibrate
		Calibration blank (after each calibration check and end of run)	<Report Limit	Recalibrate and reanalyze all samples > RL

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
ICP Metals	200.7	Initial Calibration Minimum of a blank and one standard	$r \geq 0.995$	Rerun calibration standards
		Continuing calibration Instrument Performance Check (IPC)	After initial cal; $\pm 5\%$ after subsequent cal; $\pm 10\%$	Reanalyze standard; if second analysis out, recalibrate, rerun all samples since last compliant IPC.
		Lab Fortified Blank	$\pm 15\%$	Rerun batch
		Calibration blank (after each IPC solution)	<IDL	Rerun blank, if second CCB analysis out, recalibrate and reanalyze all samples since last compliant CCB
		Laboratory Reagent Blank/ Method blank (1 per 20 or batch)	$< 2.2 \times \text{the analyte MDL}$	Determine cause of problem, redigest set if necessary and reanalyze
		Laboratory Fortified Blank (LFB) (1 per 20 or batch)	$\pm 15\%$	Recalibrate
		Laboratory Duplicates	See SOP	
		Spiked Samples (Lab Fortified Sample Matrix) one per 10 samples	$\pm 30\%$	Redigest, or if LFB OK flag data as suspect due to matrix interference

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
ICP Metals	200.8	Initial Calibration (ICAL) Minimum of a blank and one standard	$r \geq 0.995$	Rerun calibration standards
		Continuing calibration After ICAL, after every 10 samples and at end of run	$\pm 10\%$	If $> \pm 10\%$, recalibrate and continue analysis. If $> \pm 15\%$, recalibrate and reanalyze all samples since last compliant continuing cal standard.
		Calibration blank (after each continuing calibration standard)	$< \text{IDL}$	Rerun blank or recalibrate and rerun all samples since last compliant calibration blank.
		Laboratory Reagent Blank (LRB) (1 per 20 or batch)	$< 2.2 \times \text{the analyte MDL}$ or $< 10\%$ sample analyte level, whichever is greater	Determine cause of problem, redigest set if necessary and reanalyze
		Spiked Samples (Lab Fortified Sample Matrix) one per 10 samples	$\pm 30\%$ (%Recovery not calculated if spike added is $< 30\%$ of sample conc.)	Redigest, or if LFB OK flag data as suspect due to matrix interference

Appendix E. Method-Specific Calibration and QC Criteria (cont.)

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ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
Mercury	245.1	Initial Calibration (5 std, 1 blank)	$r \geq 0.995$	Recalibrate
		Continuing calibration Instrument Performance Check (IPC) (after ICAL, every 10 samples, and end of run)	Initial, $\pm 5\%$; subsequent, $\pm 10\%$	Recalibrate, reanalyze all samples since last compliant IPC.
		Matrix spike (1 per 10)	$\pm 30\%$	If LFB OK, then flag sample result as suspect due to matrix interference.
		Duplicates	See SOP	
		Laboratory Reagent Blank (LRB) (1 per 20 or batch)	$< 2.2 * \text{MDL}$ or $< 10\%$ of sample concentration	Reprocess samples
		Continuing Calibration Blank (CCB) (after ICAL, every 10 samples, and end of run)	$< \text{MDL}$	Correct problem and all samples since last compliant CCB
		QC Check Standard (QCS)	$\pm 10\%$	Recalibrate
		Lab Fortified Blank (1 per batch)	$\pm 15\%$	Recalibrate

Appendix E. Method-Specific Calibration and QC Criteria (cont.)

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
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Anions by IC Chloride, Nitrate/Nitrite Sulfate	300.0	Initial calibration curve	$r \geq 0.995$	Rerun calibration standards
		Instrument Performance Check Sample (IPC) analyze after ICAL, every 10 samples and end of run	$\pm 10\%$	Reanalyze IPC; if second analysis still out, recalibrate and reanalyze all samples since last compliant IPC
		Calibration Blank Analyze with each IPC	<MDL	Determine cause of blank problem, reanalyze all samples since last compliant calibration blank
		Lab Fortified Blank (one per batch)	$\pm 10\%$	Correct problem and reanalyze batch
		Spiked Samples	$\pm 20\%$	If LFB OK flag sample suspect due to matrix
		Duplicates	25% RPD	Reprep dups and reanalyze
TDS, TSS, Total Solids, T. Vol. Solids Settleable Solids, O&G COD	2540C 2540D 2540B 160.5 410.4 1664	Method Blank	<Reporting Limit	Determine cause of blank problem, reanalyze set if necessary
		Lab Control samples	$\pm 20\%$	Reprep batch and reanalyze
		Duplicates	25% RPD	Reprep batch and reanalyze

Appendix E. Method-Specific Calibration and QC Criteria (cont.)

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
Alkalinity Fluoride Turbidity	2320B 4500FC 180.1	Method Blank	<Report limit	Determine cause of blank problem, Reanalyze set if necessary
		Lab Control Samples	±10%	Reprep batch and reanalyze
		Duplicates	20%RPD	Reprep batch and reanalyze
pH	4500H-B/9045	3 Buffers	Within 0.05 pH unit of true value	Recalibrate
		Lab Control sample	±0.1 pH unit	Recalibrate and reanalyze
		Duplicate 1 per 20 or per batch, whichever is greater	±0.1 pH unit	Reanalyze; flag data if still outside limits
Conductivity	2510B	Method Blank	N/A	
		Lab Control Samples	±20%	Reanalyze batch
		Duplicates	15% RPD	Reanalyze; flag data is still outside limits

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
Coliform Bacteria	9223B	Method Blank	No growth	Determine cause of blank problem, Reanalyze set if necessary
		Control Organism Check:	Pseudomonas aeruginosa: 0 / 0 Klebsiella pneumoniae: 1 / 0 E. Coli: 1 / 1	If any of these results do not occur, replace media
		Autofluorescence	Must not occur	Replace media
		Sterility Check	No growth accepted	Replace containers
		Accuracy Check	$\pm 2.5\%$	Replace containers

Fecal Coliform	9222D	Method Blank	No growth	Determine cause of blank problem, Reanalyze set if necessary
		Control Organism Check:	Pseudomonas aeruginosa: 0 / 0 Klebsiella pneumoniae: 1 / 0 E. Coli: 1 / 1	If any of these results do not occur, replace media
		pH Check	7.4 ± 0.2 SU	Replace Media
		Autofluorescence	Must not occur	Replace media
		Sterility Check	No growth accepted	Replace containers
		Accuracy Check	$\pm 2.5\%$	Replace containers, filter funnels, graduated cylinders

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
ICP Metals	6010B	Initial Calibration Minimum of a blank and one standard		
		Initial Calibration Verification (ICV)	±10%	Recalibrate
		Continuing Calibration Verification (CCV)	±10%	Recalibrate, verify calibration, rerun all samples since last compliant CCV
		Calibration Blank (after each ICV and CCV)	<±3 x IDL	Recalibrate and reanalyze all samples since last compliant calibration blank
		Method blank (1 per 20 or batch)	Not >MDL	Determine cause of problem, redigest set if necessary
		Spiked Samples (MS) one per 20 samples or each batch if <20 samples.	±25%	Flag data as suspect due to matrix interference
		Matrix duplicates	20% RPD if sample value > 10 x IDL	Re-prepare samples and reanalyze
		Interference Check Sample (ICS)	Beginning & every 8 hours %R=80-120	Recalibrate & rerun all samples since last compliant check sample
		LCS every 20 samples	See Method	

ANALYSIS	METHOD	CONTROL ITEM	ACCEPTANCE CRITERIA	CORRECTIVE ACTION
Mercury	7470/7471A	Initial Calibration (5 std, 1 blank)	$r \geq 0.995$	Recalibrate
		Continuing calibration (after every 10 samples, and end of run)	$\pm 20\%$	Recalibrate, reanalyze previous 10 samples
		Matrix spike (1 per batch)	$\pm 15\%$	Reanalyze batch or run by MSA.
		Matrix Spike Duplicates	See SOP	
		Method Blank (1 per 20 or batch)	$< 2.2 * MDL$	Reprocess samples
		Continuing Calibration Blank (CCB) (after lcal, every 10 samples, and end of run)	$< MDL$	
		QC Check Standard (after each calibration)	$\pm 10\%$	Recalibrate
		LCS(1 per batch)	$\pm 10\%$	Reprep batch and reanalyze

APPENDIX F

CORRECTIVE ACTION REPORT

WETLAB

NONCONFORMANCE CORRECTIVE ACTION REPORT

QC Batch ID:	Today's Date:
Analysis Date:	Originator:
Affected Sample #:	Test/Method:

Sample Analysis: Holding Time Expiration LCS Recovery Blank Contamination Calibration SOP / Method Deviation Other: _____	External Origin: Client Issue / Request Agency Requirement PE Results Other: _____
---	--

Problem: _____ _____ _____ _____
Corrective Action: _____ _____ _____ _____
Preventative Action: _____ _____ _____ _____
_____ Responsible Individual (sign/date)
_____ QA (sign/date)

Definitions:

B - Blank Contamination; Analyte detected above the method reporting limit in an associated blank.
 HT - Sample held beyond the acceptable holding time.
 QL - Reported values is estimated; the LCS/LFB was outside acceptance criteria.

APPENDIX G

APPROVED CHANGES MADE TO QAP

September 6, 2022

- This QAP has been revised in its entirety.

April 4, 2023

- Combined all three locations into one QAP, including front page address and contact info.
- Section 9.3 now includes clarity that results must be approved by QA or lab manager prior to client/regulator contact.
- Section 9.3 now includes specific instructions regarding invalid microbiology samples due to lab error or accident.
- Section 1.2 now includes the addition of “technical manager” to the Lab Manager role.
- Section 1.2 Lab Manager description now includes notification and designation rules to follow in the event the lab manager is absent for 15 and up 35+ days.
- Section 2.3.4 now includes further requirements for PE studies including the need to keep, or be able to locate preparation instructions, not sharing results with another lab entity nor their staff, not analyzing another lab’s PE samples, not sending our PE samples to another lab for analysis, and more.
- Section 2.3.4 now includes information regarding state notification requirements in the event of an unacceptable PE sample score or result.
- Appendix C updated to include all three WETLAB location floor plans.
- Added the Thermo iCAP RQ ICPMS to the major equipment list.

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**WESTERN ENVIROMENTAL TESTING LAB
475 E GREG ST STE 119
SPARKS, NV 89431**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000678-2020**

Expiration Date: **03/31/2023**

Type of License: **BUSINESS**

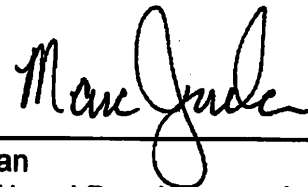
Classification: **COURIER**

Business Location: **WESTERN ENVIROMENTAL TESTING LAB
475 E GREG ST STE 119
SPARKS, NV 89431**

Owner/Principal(s): **MDK, LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

MDK, LLC

Nevada Business Identification # NV20151665199

Expiration Date: 11/30/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 11/29/2022.

Barbara K. Cegavske

Certificate Number: B202211293187951

You may verify this certificate
online at <http://www.nvsos.gov>

BARBARA K. CEGAVSKE
Secretary of State

State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **CWA (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
By Calculation	Alkalinity, Bicarbonate (as CaCO ₃)	8/1/2022	7/31/2023	Certified
EPA 160.4	Residue-volatile	8/1/2022	7/31/2023	Certified
EPA 1664B	n-Hexane Extractable Material (O&G)	8/1/2022	7/31/2023	Certified
EPA 1664B (SGT-HEM)	n-Hexane Extractable Material - Silica Gel Treated (HEM-SGT)	8/1/2022	7/31/2023	Certified
EPA 180.1	Turbidity	8/1/2022	7/31/2023	Certified
EPA 200.2	Acid digest for metals	8/1/2022	7/31/2023	Certified
EPA 200.7	Aluminum	8/1/2022	7/31/2023	Certified
EPA 200.7	Antimony	8/1/2022	7/31/2023	Certified
EPA 200.7	Arsenic	8/1/2022	7/31/2023	Certified
EPA 200.7	Barium	8/1/2022	7/31/2023	Certified
EPA 200.7	Beryllium	8/1/2022	7/31/2023	Certified
EPA 200.7	Bismuth	8/1/2022	7/31/2023	Certified
EPA 200.7	Boron	8/1/2022	7/31/2023	Certified
EPA 200.7	Cadmium	8/1/2022	7/31/2023	Certified
EPA 200.7	Calcium	8/1/2022	7/31/2023	Certified
EPA 200.7	Chromium	8/1/2022	7/31/2023	Certified
EPA 200.7	Cobalt	8/1/2022	7/31/2023	Certified
EPA 200.7	Copper	8/1/2022	7/31/2023	Certified
EPA 200.7	Gallium	8/1/2022	7/31/2023	Certified
EPA 200.7	Iron	8/1/2022	7/31/2023	Certified
EPA 200.7	Lead	8/1/2022	7/31/2023	Certified
EPA 200.7	Lithium	8/1/2022	7/31/2023	Certified
EPA 200.7	Magnesium	8/1/2022	7/31/2023	Certified
EPA 200.7	Manganese	8/1/2022	7/31/2023	Certified
EPA 200.7	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 200.7	Nickel	8/1/2022	7/31/2023	Certified
EPA 200.7	Phosphorus, total	8/1/2022	7/31/2023	Certified
EPA 200.7	Potassium	8/1/2022	7/31/2023	Certified
EPA 200.7	Scandium	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: **NV00925**

Attachment to Certificate Number: **NV009252023-3**

Expiration Date: **7/31/2023**

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **CWA (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
EPA 200.7	Selenium	8/1/2022	7/31/2023	Certified
EPA 200.7	Silica as SiO ₂	8/1/2022	7/31/2023	Certified
EPA 200.7	Silver	8/1/2022	7/31/2023	Certified
EPA 200.7	Sodium	8/1/2022	7/31/2023	Certified
EPA 200.7	Strontium	8/1/2022	7/31/2023	Certified
EPA 200.7	Thallium	8/1/2022	7/31/2023	Certified
EPA 200.7	Tin	8/1/2022	7/31/2023	Certified
EPA 200.7	Titanium	8/1/2022	7/31/2023	Certified
EPA 200.7	Vanadium	8/1/2022	7/31/2023	Certified
EPA 200.7	Zinc	8/1/2022	7/31/2023	Certified
EPA 200.8	Antimony	8/1/2022	7/31/2023	Certified
EPA 200.8	Arsenic	8/1/2022	7/31/2023	Certified
EPA 200.8	Barium	8/1/2022	7/31/2023	Certified
EPA 200.8	Beryllium	8/1/2022	7/31/2023	Certified
EPA 200.8	Cadmium	8/1/2022	7/31/2023	Certified
EPA 200.8	Chromium	8/1/2022	7/31/2023	Certified
EPA 200.8	Copper	8/1/2022	7/31/2023	Certified
EPA 200.8	Lead	8/1/2022	7/31/2023	Certified
EPA 200.8	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 200.8	Nickel	8/1/2022	7/31/2023	Certified
EPA 200.8	Selenium	8/1/2022	7/31/2023	Certified
EPA 200.8	Thallium	8/1/2022	7/31/2023	Certified
EPA 200.8	Uranium Total Mass	8/1/2022	7/31/2023	Certified
EPA 200.8	Zinc	8/1/2022	7/31/2023	Certified
EPA 245.1	Mercury	8/1/2022	7/31/2023	Certified
EPA 300.0	Bromide	8/1/2022	7/31/2023	Certified
EPA 300.0	Chloride	8/1/2022	7/31/2023	Certified
EPA 300.0	Fluoride	8/1/2022	7/31/2023	Certified
EPA 300.0	Nitrate as N	8/1/2022	7/31/2023	Certified
EPA 300.0	Nitrate-nitrite	8/1/2022	7/31/2023	Certified

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EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
 475 East Greg St.
 Suite#119 Sparks, NV 89431-

Matrix: CWA (Non Potable Water)

Method	Analyte	Start Date	Date Expires	Status
EPA 300.0	Nitrite as N	8/1/2022	7/31/2023	Certified
EPA 300.0	Sulfate	8/1/2022	7/31/2023	Certified
EPA 351.2	Kjeldahl nitrogen - total	8/1/2022	7/31/2023	Certified
EPA 353.2	Nitrate-nitrite	8/1/2022	7/31/2023	Certified
EPA 410.4	Chemical oxygen demand	8/1/2022	7/31/2023	Certified
HACH 8167	Total Chlorine (residual)	8/1/2022	7/31/2023	Certified
Organic Nitrogen by Calculation (TKN - NH3)	Organic nitrogen	8/1/2022	7/31/2023	Certified
SM 2120 B	Color	8/1/2022	7/31/2023	Certified
SM 2310 B	Acidity, as CaCO3	8/1/2022	7/31/2023	Certified
SM 2320 B	Alkalinity as CaCO3	8/1/2022	7/31/2023	Certified
SM 2340 B	Calcium hardness as CaCO3	8/1/2022	7/31/2023	Certified
SM 2340 B	Hardness by calculation	8/1/2022	7/31/2023	Certified
SM 2510 B	Conductivity	8/1/2022	7/31/2023	Certified
SM 2540 B	Residue-total, dissolved and suspended	8/1/2022	7/31/2023	Certified
SM 2540 C	Residue-filterable (TDS)	8/1/2022	7/31/2023	Certified
SM 2540 D	Residue-nonfilterable (TSS)	8/1/2022	7/31/2023	Certified
SM 2540 E	Residue-volatile	8/1/2022	7/31/2023	Certified
SM 2540 F	Residue-settleable	8/1/2022	7/31/2023	Certified
SM 2550 B	Temperature, deg. C	8/1/2022	7/31/2023	Certified
SM 4500-CN ⁻ C,E	Cyanide, Total	8/1/2022	7/31/2023	Certified
SM 4500-CN ⁻ I,E	Cyanide, WAD	8/1/2022	7/31/2023	Certified
SM 4500-H+ B	pH	8/1/2022	7/31/2023	Certified
SM 4500-NH3 B	Ammonia as N	8/1/2022	7/31/2023	Certified
SM 4500-O G	Oxygen, dissolved	8/1/2022	7/31/2023	Certified
SM 4500-P B Plus E-2011	Phosphorus, total	8/1/2022	7/31/2023	Certified
SM 4500-P E	Orthophosphate as P	8/1/2022	7/31/2023	Certified
SM 5210 B	Biochemical oxygen demand	8/1/2022	7/31/2023	Certified
SM 5210 B	Carbonaceous BOD, CBOD	8/1/2022	7/31/2023	Certified
SM 5310 C	Dissolved Organic Carbon (DOC)	8/1/2022	7/31/2023	Certified
SM 5310 C	Total Organic Carbon	8/1/2022	7/31/2023	Certified

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Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **CWA (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
SM 5540 C	Surfactants - MBAS	8/1/2022	7/31/2023	Certified
Timberline Ammonia-001	Ammonia as N	8/1/2022	7/31/2023	Certified
Total Nitrogen by Calc (NO2 + NO3 + TKN)	Total Nitrogen	8/1/2022	7/31/2023	Certified
Discipline: Microbiology				
IDEXX Quanti-Tray® using Colilert®	E. coli enumeration	8/1/2022	7/31/2023	Certified
IDEXX Quanti-Tray® using Colilert®-18Hr®	Fecal coliforms	8/1/2022	7/31/2023	Certified
SM 9222 D (m-FC)	Fecal coliforms	8/1/2022	7/31/2023	Certified

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Expiration Date: 7/31/2023

Western Environmental Testing - Sparks

475 East Greg St.

Suite#119 Sparks, NV 89431-

Matrix: **Mining (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
ASTM D1498	Redox Potential (ORP)	8/1/2022	7/31/2023	Certified
EPA 200.7 minus SM 3500-Fe B (4c)	Iron-(III) (Ferric Iron)	8/1/2022	7/31/2023	Certified
SM 2580 B-2011	Redox Potential (ORP)	8/1/2022	7/31/2023	Certified
SM 3500-Fe B 4 (c)	Iron-(II) (Ferrous Iron)	8/1/2022	7/31/2023	Certified

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**State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation**

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: ***Mining (Solid & Waste Materials)***

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
ASTM C1308-08	Diffusive Releases	8/1/2022	7/31/2023	Certified
ASTM D5744-13	Weathering Products of Solid Materials	8/1/2022	7/31/2023	Certified
ASTM D7572-11	Cyanide Extraction Fluid from Soils and Mine Rock	8/1/2022	7/31/2023	Certified
ASTM E2242-13	MWMP Fluid (WITHOUT bottle roll option)	8/1/2022	7/31/2023	Certified
ASTM E2242-13 Appendix X1.2	MWMP Fluid (FROM bottle roll option_Non Percolating Material)	8/1/2022	7/31/2023	Certified
ASTM E2242-13 Appendix X1.3	MWMP Fluid (FROM bottle roll option_Fine Grained Material)	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.2_NV Modified	Paste pH	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.3_NV Modified	ANP by Titration to phenolphthalein end point (after oxidation_hydrogen peroxide)	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.3_NV Modified	ANP by Titration to phenolphthalein end point (without oxidation)	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.4_NV Modified	Total Sulfur (High Temp. Combustion Method)	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.6_NV Modified	HCl Extractable Sulfur	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.6_NV Modified	HNO3 Extractable Sulfur	8/1/2022	7/31/2023	Certified
EPA 600/2-78-054, section 3.2.6_NV Modified	Hot Water Extractable Sulfur	8/1/2022	7/31/2023	Certified
Nevada Modified Net Acid Generation (NV-NAG)	Potential Acid Generation (PAG)	8/1/2022	7/31/2023	Certified

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EPA Number: NV00925

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Expiration Date: 7/31/2023

Western Environmental Testing - Sparks

475 East Greg St.

Suite#119 Sparks, NV 89431-

Matrix: **RCRA (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
EPA 6010	Aluminum	8/1/2022	7/31/2023	Certified
EPA 6010	Antimony	8/1/2022	7/31/2023	Certified
EPA 6010	Arsenic	8/1/2022	7/31/2023	Certified
EPA 6010	Barium	8/1/2022	7/31/2023	Certified
EPA 6010	Beryllium	8/1/2022	7/31/2023	Certified
EPA 6010	Boron	8/1/2022	7/31/2023	Certified
EPA 6010	Cadmium	8/1/2022	7/31/2023	Certified
EPA 6010	Calcium	8/1/2022	7/31/2023	Certified
EPA 6010	Chromium	8/1/2022	7/31/2023	Certified
EPA 6010	Cobalt	8/1/2022	7/31/2023	Certified
EPA 6010	Copper	8/1/2022	7/31/2023	Certified
EPA 6010	Iron	8/1/2022	7/31/2023	Certified
EPA 6010	Lead	8/1/2022	7/31/2023	Certified
EPA 6010	Lithium	8/1/2022	7/31/2023	Certified
EPA 6010	Magnesium	8/1/2022	7/31/2023	Certified
EPA 6010	Manganese	8/1/2022	7/31/2023	Certified
EPA 6010	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 6010	Nickel	8/1/2022	7/31/2023	Certified
EPA 6010	Phosphorus, total	8/1/2022	7/31/2023	Certified
EPA 6010	Potassium	8/1/2022	7/31/2023	Certified
EPA 6010	Selenium	8/1/2022	7/31/2023	Certified
EPA 6010	Silica as SiO2	8/1/2022	7/31/2023	Certified
EPA 6010	Silver	8/1/2022	7/31/2023	Certified
EPA 6010	Sodium	8/1/2022	7/31/2023	Certified
EPA 6010	Strontium	8/1/2022	7/31/2023	Certified
EPA 6010	Thallium	8/1/2022	7/31/2023	Certified
EPA 6010	Tin	8/1/2022	7/31/2023	Certified
EPA 6010	Titanium	8/1/2022	7/31/2023	Certified
EPA 6010	Vanadium	8/1/2022	7/31/2023	Certified

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Attachment to Certificate Number: **NV009252023-3**

Expiration Date: **7/31/2023**

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **RCRA (Non Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
EPA 6010	Zinc	8/1/2022	7/31/2023	Certified
EPA 6020	Antimony	8/1/2022	7/31/2023	Certified
EPA 6020	Arsenic	8/1/2022	7/31/2023	Certified
EPA 6020	Barium	8/1/2022	7/31/2023	Certified
EPA 6020	Beryllium	8/1/2022	7/31/2023	Certified
EPA 6020	Cadmium	8/1/2022	7/31/2023	Certified
EPA 6020	Chromium	8/1/2022	7/31/2023	Certified
EPA 6020	Copper	8/1/2022	7/31/2023	Certified
EPA 6020	Lead	8/1/2022	7/31/2023	Certified
EPA 6020	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 6020	Nickel	8/1/2022	7/31/2023	Certified
EPA 6020	Selenium	8/1/2022	7/31/2023	Certified
EPA 6020	Thallium	8/1/2022	7/31/2023	Certified
EPA 6020	Uranium Total Mass	8/1/2022	7/31/2023	Certified
EPA 6020	Zinc	8/1/2022	7/31/2023	Certified
EPA 7470	Mercury	8/1/2022	7/31/2023	Certified
EPA 8015	Diesel range organics (DRO)	8/1/2022	7/31/2023	Certified
EPA 8015	Gasoline range organics (GRO)	8/1/2022	7/31/2023	Certified
EPA 8015	Residual Range Organics (RRO) - Oil Range Organics	8/1/2022	7/31/2023	Certified
SM 2540 C	Residue-filterable (TDS)	8/1/2022	7/31/2023	Certified
SM 2550 B	Temperature, deg. C	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks

475 East Greg St.

Suite#119 Sparks, NV 89431-

Matrix: RCRA (Solid & Waste Materials)

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
EPA 1010	Flashpoint	8/1/2022	7/31/2023	Certified
EPA 1311-Metals	TCLP extracted Metals	8/1/2022	7/31/2023	Certified
EPA 1312-Metals	SPLP extracted Metals	8/1/2022	7/31/2023	Certified
EPA 3050	Acid digest for metals	8/1/2022	7/31/2023	Certified
EPA 351.2 M	Kjeldahl nitrogen - total	8/1/2022	7/31/2023	Certified
EPA 6010	Aluminum	8/1/2022	7/31/2023	Certified
EPA 6010	Antimony	8/1/2022	7/31/2023	Certified
EPA 6010	Arsenic	8/1/2022	7/31/2023	Certified
EPA 6010	Barium	8/1/2022	7/31/2023	Certified
EPA 6010	Beryllium	8/1/2022	7/31/2023	Certified
EPA 6010	Boron	8/1/2022	7/31/2023	Certified
EPA 6010	Cadmium	8/1/2022	7/31/2023	Certified
EPA 6010	Calcium	8/1/2022	7/31/2023	Certified
EPA 6010	Chromium	8/1/2022	7/31/2023	Certified
EPA 6010	Cobalt	8/1/2022	7/31/2023	Certified
EPA 6010	Copper	8/1/2022	7/31/2023	Certified
EPA 6010	Iron	8/1/2022	7/31/2023	Certified
EPA 6010	Lead	8/1/2022	7/31/2023	Certified
EPA 6010	Lithium	8/1/2022	7/31/2023	Certified
EPA 6010	Magnesium	8/1/2022	7/31/2023	Certified
EPA 6010	Manganese	8/1/2022	7/31/2023	Certified
EPA 6010	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 6010	Nickel	8/1/2022	7/31/2023	Certified
EPA 6010	Phosphorus, total	8/1/2022	7/31/2023	Certified
EPA 6010	Potassium	8/1/2022	7/31/2023	Certified
EPA 6010	Selenium	8/1/2022	7/31/2023	Certified
EPA 6010	Silver	8/1/2022	7/31/2023	Certified
EPA 6010	Sodium	8/1/2022	7/31/2023	Certified
EPA 6010	Strontium	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **RCRA (Solid & Waste Materials)**

Method	Analyte	Start Date	Date Expires	Status
EPA 6010	Thallium	8/1/2022	7/31/2023	Certified
EPA 6010	Tin	8/1/2022	7/31/2023	Certified
EPA 6010	Titanium	8/1/2022	7/31/2023	Certified
EPA 6010	Vanadium	8/1/2022	7/31/2023	Certified
EPA 6010	Zinc	8/1/2022	7/31/2023	Certified
EPA 6020	Antimony	8/1/2022	7/31/2023	Certified
EPA 6020	Arsenic	8/1/2022	7/31/2023	Certified
EPA 6020	Beryllium	8/1/2022	7/31/2023	Certified
EPA 6020	Copper	8/1/2022	7/31/2023	Certified
EPA 6020	Mercury	8/1/2022	7/31/2023	Certified
EPA 6020	Molybdenum	8/1/2022	7/31/2023	Certified
EPA 6020	Selenium	8/1/2022	7/31/2023	Certified
EPA 6020	Thallium	8/1/2022	7/31/2023	Certified
EPA 6020	Zinc	8/1/2022	7/31/2023	Certified
EPA 7471	Mercury	8/1/2022	7/31/2023	Certified
EPA 8015	Diesel range organics (DRO)	8/1/2022	7/31/2023	Certified
EPA 8015	Gasoline range organics (GRO)	8/1/2022	7/31/2023	Certified
EPA 8015	Residual Range Organics (RRO) - Oil Range Organics	8/1/2022	7/31/2023	Certified
EPA 9010	Cyanide, Total	8/1/2022	7/31/2023	Certified
EPA 9014	Cyanide	8/1/2022	7/31/2023	Certified
EPA 9040C	Corrosivity (pH)	8/1/2022	7/31/2023	Certified
EPA 9045	Corrosivity (pH)	8/1/2022	7/31/2023	Certified
EPA 9056	Bromide	8/1/2022	7/31/2023	Certified
EPA 9056	Chloride	8/1/2022	7/31/2023	Certified
EPA 9056	Fluoride	8/1/2022	7/31/2023	Certified
EPA 9056	Nitrate as N	8/1/2022	7/31/2023	Certified
EPA 9056	Sulfate	8/1/2022	7/31/2023	Certified
EPA 9095B	Paint Filter Liquids Test	8/1/2022	7/31/2023	Certified
SM 2540 G	Residue - total, fixed and volatile	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: **NV00925**

Attachment to Certificate Number: **NV009252023-3**

Expiration Date: **7/31/2023**

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **SDWA (Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
Discipline: Chemistry				
EPA 180.1	Turbidity	8/1/2022	7/31/2023	Certified
EPA 200.7	Aluminum	8/1/2022	7/31/2023	Certified
EPA 200.7	Barium	8/1/2022	7/31/2023	Certified
EPA 200.7	Beryllium	8/1/2022	7/31/2023	Certified
EPA 200.7	Boron	8/1/2022	7/31/2023	Certified
EPA 200.7	Cadmium	8/1/2022	7/31/2023	Certified
EPA 200.7	Calcium	8/1/2022	7/31/2023	Certified
EPA 200.7	Chromium	8/1/2022	7/31/2023	Certified
EPA 200.7	Copper	8/1/2022	7/31/2023	Certified
EPA 200.7	Iron	8/1/2022	7/31/2023	Certified
EPA 200.7	Magnesium	8/1/2022	7/31/2023	Certified
EPA 200.7	Manganese	8/1/2022	7/31/2023	Certified
EPA 200.7	Nickel	8/1/2022	7/31/2023	Certified
EPA 200.7	Potassium	8/1/2022	7/31/2023	Certified
EPA 200.7	Silica as SiO2	8/1/2022	7/31/2023	Certified
EPA 200.7	Silver	8/1/2022	7/31/2023	Certified
EPA 200.7	Sodium	8/1/2022	7/31/2023	Certified
EPA 200.7	Zinc	8/1/2022	7/31/2023	Certified
EPA 200.8	Antimony	8/1/2022	7/31/2023	Certified
EPA 200.8	Arsenic	8/1/2022	7/31/2023	Certified
EPA 200.8	Barium	8/1/2022	7/31/2023	Certified
EPA 200.8	Beryllium	8/1/2022	7/31/2023	Certified
EPA 200.8	Cadmium	8/1/2022	7/31/2023	Certified
EPA 200.8	Chromium	8/1/2022	7/31/2023	Certified
EPA 200.8	Copper	8/1/2022	7/31/2023	Certified
EPA 200.8	Lead	8/1/2022	7/31/2023	Certified
EPA 200.8	Manganese	8/1/2022	7/31/2023	Certified
EPA 200.8	Mercury	8/1/2022	7/31/2023	Certified
EPA 200.8	Molybdenum	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: **NV00925**

Attachment to Certificate Number: **NV009252023-3**

Expiration Date: **7/31/2023**

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **SDWA (Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
EPA 200.8	Nickel	8/1/2022	7/31/2023	Certified
EPA 200.8	Selenium	8/1/2022	7/31/2023	Certified
EPA 200.8	Thallium	8/1/2022	7/31/2023	Certified
EPA 200.8	Uranium (Nat.) Total Mass	8/1/2022	7/31/2023	Certified
EPA 245.1	Mercury	8/1/2022	7/31/2023	Certified
EPA 300.0	Bromide	8/1/2022	7/31/2023	Certified
EPA 300.0	Chloride	8/1/2022	7/31/2023	Certified
EPA 300.0	Fluoride	8/1/2022	7/31/2023	Certified
EPA 300.0	Nitrate as N	8/1/2022	7/31/2023	Certified
EPA 300.0	Nitrite as N	8/1/2022	7/31/2023	Certified
EPA 300.0	Sulfate	8/1/2022	7/31/2023	Certified
EPA 300.1	Bromate	8/1/2022	7/31/2023	Certified
EPA 300.1	Bromide	8/1/2022	7/31/2023	Certified
EPA 300.1	Chlorate	8/1/2022	7/31/2023	Certified
EPA 300.1	Chlorite	8/1/2022	7/31/2023	Certified
EPA 353.2	Nitrate-nitrite	8/1/2022	7/31/2023	Certified
EPA 524.2	1,1,1-Trichloroethane	8/1/2022	7/31/2023	Certified
EPA 524.2	1,1,2-Trichloroethane	8/1/2022	7/31/2023	Certified
EPA 524.2	1,1-Dichloroethylene	8/1/2022	7/31/2023	Certified
EPA 524.2	1,2,4-Trichlorobenzene	8/1/2022	7/31/2023	Certified
EPA 524.2	1,2-Dichlorobenzene	8/1/2022	7/31/2023	Certified
EPA 524.2	1,2-Dichloroethane	8/1/2022	7/31/2023	Certified
EPA 524.2	1,2-Dichloropropane	8/1/2022	7/31/2023	Certified
EPA 524.2	1,4-Dichlorobenzene	8/1/2022	7/31/2023	Certified
EPA 524.2	Benzene	8/1/2022	7/31/2023	Certified
EPA 524.2	Bromodichloromethane	8/1/2022	7/31/2023	Certified
EPA 524.2	Bromoform	8/1/2022	7/31/2023	Certified
EPA 524.2	Carbon tetrachloride	8/1/2022	7/31/2023	Certified
EPA 524.2	Chlorobenzene	8/1/2022	7/31/2023	Certified
EPA 524.2	Chlorodibromomethane (Dibromochloromethane)	8/1/2022	7/31/2023	Certified

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
 475 East Greg St.
 Suite#119 Sparks, NV 89431-

Matrix: **SDWA (Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
EPA 524.2	Chloroform	8/1/2022	7/31/2023	Certified
EPA 524.2	cis-1,2-Dichloroethylene	8/1/2022	7/31/2023	Certified
EPA 524.2	Ethylbenzene	8/1/2022	7/31/2023	Certified
EPA 524.2	Methylene chloride (Dichloromethane)	8/1/2022	7/31/2023	Certified
EPA 524.2	Styrene	8/1/2022	7/31/2023	Certified
EPA 524.2	Tetrachloroethylene (Perchloroethylene)	8/1/2022	7/31/2023	Certified
EPA 524.2	Toluene	8/1/2022	7/31/2023	Certified
EPA 524.2	Total trihalomethanes	8/1/2022	7/31/2023	Certified
EPA 524.2	trans-1,2-Dichloroethylene	8/1/2022	7/31/2023	Certified
EPA 524.2	Trichloroethene (Trichloroethylene)	8/1/2022	7/31/2023	Certified
EPA 524.2	Vinyl chloride	8/1/2022	7/31/2023	Certified
EPA 524.2	Xylene (total)	8/1/2022	7/31/2023	Certified
HACH 8167	Total Chlorine (residual)	8/1/2022	7/31/2023	Certified
SM 2120 B	Color	8/1/2022	7/31/2023	Certified
SM 2150 B	Odor	8/1/2022	7/31/2023	Certified
SM 2320 B	Alkalinity as CaCO ₃	8/1/2022	7/31/2023	Certified
SM 2330 B	Corrosivity (langlier index)	8/1/2022	7/31/2023	Certified
SM 2340 B	Calcium hardness as CaCO ₃	8/1/2022	7/31/2023	Certified
SM 2340 B	Hardness by calculation	8/1/2022	7/31/2023	Certified
SM 2510 B	Conductivity	8/1/2022	7/31/2023	Certified
SM 2540 C	Residue-filterable (TDS)	8/1/2022	7/31/2023	Certified
SM 2540 D	Residue-nonfilterable (TSS)	8/1/2022	7/31/2023	Certified
SM 2550 B	Temperature, deg. C	8/1/2022	7/31/2023	Certified
SM 4500-CN ⁻ C,E	Cyanide	8/1/2022	7/31/2023	Certified
SM 4500-H+ B	pH	8/1/2022	7/31/2023	Certified
SM 4500-P E	Orthophosphate as P	8/1/2022	7/31/2023	Certified
SM 5310 C	Dissolved Organic Carbon (DOC)	8/1/2022	7/31/2023	Certified
SM 5310 C	Total Organic Carbon	8/1/2022	7/31/2023	Certified
SM 5540 C	Surfactants - MBAS	8/1/2022	7/31/2023	Certified

Discipline: Microbiology

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State of Nevada Department of Conservation and Natural Resources
Division of Environmental Protection
Laboratory Scope of Accreditation

EPA Number: NV00925

Attachment to Certificate Number: NV009252023-3

Expiration Date: 7/31/2023

Western Environmental Testing - Sparks
475 East Greg St.
Suite#119 Sparks, NV 89431-

Matrix: **SDWA (Potable Water)**

Method	Analyte	Start Date	Date Expires	Status
IDEXX Colilert®	Escherichia coli	8/1/2022	7/31/2023	Certified
IDEXX Colilert®	Total coliforms	8/1/2022	7/31/2023	Certified
IDEXX Quanti-Tray® under SWTR	E. coli enumeration	8/1/2022	7/31/2023	Certified
IDEXX Quanti-Tray® with Colilert® under SWTR	Total Coliform Enumeration	8/1/2022	7/31/2023	Certified
IDEXX SimPlate® under SWTR	Heterotrophic plate count	8/1/2022	7/31/2023	Certified

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BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**WESTERN ENVIROMENTAL TESTING LAB
475 E GREG ST STE 119
SPARKS, NV 89431**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000678-2020** Expiration Date: **03/31/2025**

License Type: **BUSINESS**

Classification: **COURIER**

Business Location: **WESTERN ENVIROMENTAL TESTING LAB
475 E GREG ST STE 119
SPARKS, NV 89431**

Owner/Principal(s): **MDK, LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: DINA ATHEY	
	PHONE (A/C, No, Ext): (916)939-1080	FAX (A/C, No): (916)939-1085
INSURED MDK, LLC DBA WESTERN ENVIRONMENTAL TESTING LABORATORY 475 EAST GREG ST., STE. 119 SPARKS, NV 89431	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ADMIRAL INSURANCE COMPANY	NAIC # 24856
	INSURER B: SENTINEL INSURANCE CO. LTD.	11000
	INSURER C: HARTFORD U.W. INS. CO.	10456
	INSURER D: GREAT AMERICAN INSURANCE CO.	22136
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FEI-ECC-22620-07	05/06/23	05/06/24	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	<input checked="" type="checkbox"/> CONT. POLLUTION		MED EXP (Any one person)				\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY				\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			57 UEC VX1251 SC	06/04/23	06/04/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			FEI-EXS-22621-07	05/06/23	05/06/24	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE				\$ 3,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC DF6963 12	05/06/23	05/06/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	E.L. EACH ACCIDENT				\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
A	PROF. LIAB. (E&O)			FEI-ECC-22620-07	05/06/23	05/06/24	\$ 1,000,000 OCCURRENCE	
	CLAIMS MADE			RETRO 05/06/02			\$ 2,000,000 AGGREGATE	
D	PROPERTY			CPP 2383912 17	05/06/23	05/06/24		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL OPERATIONS

THE CITY AND ITS OFFICERS AND EMPLOYEES HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER

CANCELLATION

CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD, N
NORTH LAS VEGAS, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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