

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090172-24-R, As-Needed  
Asbestos, Lead and Other Heavy Metal Analysis Laboratory Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090172-24-R, As-Needed Asbestos, Lead and Other Heavy Metal Analysis Laboratory Services (Contractor).

**RECITALS**

On or about 5/15/2024, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide as-needed asbestos, lead, and other heavy metal analysis laboratory services, as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$2,000,000.00.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup>     The Contract
- 2<sup>nd</sup>     The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup>     Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.



**Purchasing & Contracting Department**

July 31, 2024

VIA USPS & EMAIL TO: [contracts@emsl.com](mailto:contracts@emsl.com)

Mr. Paul M. Frasca, Asst. Corporate Secretary  
EMSL Analytical, Inc. dba LA Testing  
200 Route 130 North  
Cinnaminson, NJ 08077

**Subject:** ITB 10090172-24-R, As-Needed Asbestos, Lead, and Other Heavy Metal Analysis Laboratory Services

Dear Mr. Frasca:

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. The City accepts EMSL requests to modify Exhibit B: Scope of Work, Section G.1 Contractors Pollution Liability Insurance from no less than \$2 million per claim or occurrence and \$4 million annual aggregate to \$1 million per claim or occurrence and \$2 million annual aggregate per policy period of one year.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the at the address noted below. Thank you for your assistance.

Sincerely,

Rene Lelevier  
Senior Procurement Contracting Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

EMSL Analytical, Inc.

By: Ronald Smith

Name: Ronald Smith

Title: Senior Vice President

Date: 8/12/24

THE CITY OF SAN DIEGO

By: CFrasca

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: August 29, 2024

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

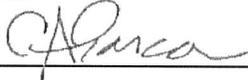
CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

EMSL Analytical, Inc. dba LA Testing

Bidder

BY:



200 Route 130 North

Street Address

Print Name: Claudia C. Abarca

Director Purchasing & Contracting Department

Cinnaminson NJ 08077

City

August 29, 2024

Date Signed

856-858-4800

Telephone No.

contracts@emsl.com

E-Mail

BY:

Paul M.  
Frasca

Digitally signed by Paul M.  
Frasca  
Date: 2024.05.31 11:01:43  
-04'00'

Signature of Bidder's Authorized  
Representative

Paul M. Frasca

Print Name

Approved as to form this 3rd day of

September, 2024.

MARA W. ELLIOTT, City Attorney

Asst. Corporate Secretary

Title

BY:



Deputy City Attorney

5/30/2024

Date

**EXHIBIT A**  
**INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

**1. Timely Bid Submittal.** Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** No pre-bid conference will be held for ITB.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

**2. Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by bidder, if any.** The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of

bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Reserved

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved

**2.10** Reserved

**2.11** Reserved

**3. Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed

Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

**7.1 Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested

under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, and include any other costs required to provide the requirements as specified in this ITB.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

**3. Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

#### **D. EVALUATION OF BIDS**

**1. Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

**2. Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

**3. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

**5. Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

#### **E. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

**2. Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**F. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

**4. Reserved.**

**5. Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. BID SPECIFICATIONS**

The City of San Diego requires the as-needed services of qualified laboratories to perform asbestos, lead and other heavy metals analysis (Contractor Services), as further described below. Successful bidders shall meet all requirements in this Scope of Work. To be considered responsive, Bidders must provide pricing for the Contractor Services in the Pricing Pages.

**B. CONTRACTORS RESPONSIBILITIES**

1. Qualified laboratories that provide a bid must be able to meet all City requested turnaround times (turnaround times specified in the Pricing Pages). Turnaround times start from the point in time when the samples are received by the analyzing laboratory. In some instances, sample analysis will be required outside of the Contractor's normal operating hours. Reference Pricing Page Sections 1, 2 and 4 and other pricing. Contractor and authorized sub-contractors must submit standard hours of operation.
2. All costs associated with the Contractor's performance of a particular laboratory analysis shall be included in the per unit price for Contractor Services, as provided by bidder in the Pricing Pages.
3. Transportation of samples shall be arranged and paid for by the Contractor. If samples require shipping for analysis, Contractor shall supply the City with pre-addressed shipping labels and shipping packages to accommodate all shipping methods, including overnight shipping. In-town Contractors may, as an alternative, provide the City with an afternoon daily courier (Contractor will be notified if samples are available).
4. Contractor shall not subcontract out any portion of the Contractor Services without authorization from the City. Only locations identified in bidder's quote may be used for the Contractor Services, unless additional locations are subsequently approved by the City.
5. Contractor shall maintain an internal and external quality control program for each type of analysis performed. The City reserves the right to review these programs for sufficiency anytime during the contract term.
6. Contractor shall ensure only those individuals who participate in an annual false claims act training (a 10-15-minute training provided by the City) will provide services under this contract. Services to be provided include but are not limited to the handling and delivery of samples, completion of chain of custody forms, sample analysis, submittal of sample results and completed chain of custody to the City, and the creation and submittal of invoices to the City.
7. Contractor shall maintain and follow written Standard Operating Procedures (SOP) for each type of analysis performed as part of the Contractor Services.

8. The City reserves the right to inspect the Contractor's laboratory, if Contractor is considered for award of contract, to ascertain that the laboratory has the appropriate equipment and personnel to perform the tests required.
9. The City reserves the right to utilize additional laboratories outside of this contract, as determined necessary.
10. Submittals Required with Bidder's Quote
  - a. One copy of the chain of custody form. (The City reserves the right to modify, if necessary, to meet its needs)
  - b. One sample laboratory report for requested analytical method
  - c. One sample invoice
  - d. Copies of qualifications as required in this Scope of Work under Sections D. 9.1-9.3; E. 4.1-4.3; F. 5.1
  - e. List of laboratory location(s) that Contractor will utilize to perform the Contractor Services.
11. Submittals Required by Contractor During Contract Performance Period
  - a. Upon completion of a laboratory analysis, the Contractor shall provide one (1) copy of analysis results to City immediately by e-mail. The Contractor shall email invoices and shall include the following in that email, a second copy of the results with the corresponding Chain of Custody.
  - b. The Contractor shall provide the City copies of all new proficiency results for related analysis identified in this Scope of Work within two (2) weeks of receipt. It is Contractor's responsibility to provide the City with updated certifications as they are received. Contractor's loss of any accreditation or certification shall be grounds for termination of the contract.
12. During the contract term, Contractor's performance will be evaluated by the City based on two (2) different criteria. Poor performance on more than three (3) instances for either criterion, over any twelve (12) month period or during the entire contract period (whichever is longer), shall be grounds for termination of the contract.
  - a. Criteria 1: Contractor shall perform analysis within the City's requested time period. Contractor's failure to perform analysis within requested time period shall be considered one (1) instance of poor performance.
  - b. Criteria 2: The City may randomly send quality control samples to an independent laboratory for analysis on a periodic basis. The determination by an independent laboratory of an incorrect analysis by Contractor shall be considered one (1) instance of poor performance.

Note – The above evaluation criteria do not limit the City's ability to terminate or suspend the Contract on other grounds.

**C. ASBESTOS LABORATORY SERVICES (Pricing Page Sections 1 - 4)**

The City requires the Contractor Services of an asbestos laboratory to perform analysis of bulk and air samples utilizing phase contrast microscopy (PCM), transmission electron microscopy (TEM), and polarized light microscopy (PLM). Contractor shall perform the following types of asbestos laboratory analysis on an as-needed basis:

1. Bulk samples shall be analyzed in accordance with procedures described in Appendix A of the Federal Register, 40 CFR Chapter 1, Part 763, Subpart F, (7/1/91) and updated revision test method, EPA/600/R-93/116.7/96. Samples that contain multiple layers shall have separate analysis performed on each layer unless designated by the City to homogenize the sample. In some instances, the City may request that once a positive reading for asbestos is received, other samples of the same material are not to be read. Contractor shall perform testing in accordance with the City's direction.
2. Air samples analyzed by PCM shall be in accordance with the National Institute for Occupational Safety & Health (NIOSH) Method 7400 published in the NIOSH Manual of Analytical Methods, latest Edition.
3. Air samples analyzed by TEM shall be in accordance with the National Institute for Occupational Safety & Health (NIOSH) Method 7402 published in the NIOSH Manual of Analytical Methods, latest Edition and/or in accordance with the Asbestos Hazard Emergency Response Act (AHERA) Appendix A of the Federal Register, 40 CFR Chapter 1, Part 763, Subpart E.
4. Micro-vacuum asbestos dust samples shall be analyzed in accordance with ASTM D 5755-95.
5. Personal Air monitoring samples. All personal air sample results shall be reported as a Time Weighted Average (TWA) when designated as personal sample on the Chain of custody.
6. The Contractor selected to provide a two (2) hour turnarounds for samples analyzed by PCM and PLM, and a twenty-four (24) hour turnarounds for samples analyzed by TEM must be available to provide services on nights and weekends. This is for emergency situations or off-hour projects. City will notify the laboratory of off-hour requests as early as possible.
7. The laboratory shall supply to the City as needed all air sampling cassettes, and bulk sample bags. Costs for cassettes and bags shall be included in Contractor's per unit price.
8. Samples submitted by the City to Contractor shall be retained by Contractor for minimum of thirty (30) calendar days, unless the City requests a longer retention period. Contractor shall include cost of sample disposal in Contractor's per unit price.

## 9. Asbestos Laboratory Qualifications

- 9.1 Laboratory shall be certified by the American Industrial Hygiene Association (AIHA) and be a participant in the Proficiency Analytical Testing (PAT) program.
- 9.2 Laboratory shall be accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk and be a participant in their round robin sample analysis program.
- 9.3 Laboratory shall be certified by the California Department of Health Services (ELAP) for asbestos.

### **D. LEAD LABORATORY SERVICES (Pricing Page Sections 5 - 9)**

The City requires the Contractor Services of a lead laboratory to perform analysis on dust wipes, soil, paint chips, and air samples. Contractor shall perform the following types of lead laboratory analyses on an as-needed basis:

1. Perform dust wipe, soil, and paint chips sample analysis for lead.
2. Perform air sample 37mm mixed cellulose ester cassette analysis for lead concentration in accordance with NIOSH Method 7082 or 7300. Contractor must obtain City's prior approval in order to use an alternative testing method.
3. Contractor shall supply air sampling cassettes, dust wipe media, sample bags for paint chips, 50 mil polyethylene centrifuge tubes or equivalent hard shell containers for dust samples, plastic containers for soil or water samples, and other types of sample containers to the City, as-needed. This cost shall be included in Contractor's per unit price.
4. Lead Laboratory Qualifications
  - 4.1 Laboratories performing dust wipe, soil, and paint chip sample analysis for lead shall be accredited by the National Lead Laboratory Accreditation Program (NLLAP) and participate successfully in the Environmental Lead Proficiency Analytical Testing (ELPAT). Laboratories performing lead air sample analysis shall be accredited by the American Industrial Hygiene Association (AIHA) for lead and/or the NLLAP for lead air samples.
  - 4.2 The laboratory must analyze and report lead dust, soil and paint results to meet the lead dust hazard and clearance levels established by the State of California, Title 17, California Code of Regulations, Division 1, Chapter 8 Accreditation, Certification, and Work Practices For Lead-Based Paint and Lead Hazards (Title 17).
  - 4.3 When requested by the City, the laboratory must analyze and report results to meet the following lead dust hazard and clearance levels standards established by the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes Policy Guidance 2017-01.

- a. Lead Dust Hazard Action Levels:
  - Floors:  $\geq 10 \mu\text{g}/\text{ft}^2$
  - Window Sills:  $\geq 100 \mu\text{g}/\text{ft}^2$
- b. Lead Clearance Action Levels:
  - Interior Floors:  $< 10 \mu\text{g}/\text{ft}^2$
  - Porch Floors:  $< 40 \mu\text{g}/\text{ft}^2$
  - Windowsills:  $< 100 \mu\text{g}/\text{ft}^2$
  - Window Troughs:  $< 100 \mu\text{g}/\text{ft}^2$
- c. In order to meet the precision requirements, the surface areas of samples provided to the laboratory will be no less than the following:
  - Floors: 2 square feet (288 sq. inches)
  - Porch Floors: 1 square foot (144 sq. inches)
  - Windowsills: 28 square inches

**Note:** As required by the EPA's National Lead Laboratory Accreditation Program (NLLAP) Laboratory Quality System Requirements, the allowed reporting limit must be no greater than 50% of the Action Level.

#### **E. HEAVY METAL LABORATORY SERVICES (Pricing Page Section 10-15)**

Contractor shall perform the following types of heavy metals laboratory analysis on an as-needed basis:

1. Perform Total Threshold Limit Concentration (TTLC) sample analysis for solids in accordance with 22 CCR, Division 4, Chapter 11 for specific metals and/or all Title 22 metals.
2. Perform Soluble Threshold Limit Concentration (STLC) sample analysis for solids and liquids in accordance with 22 CCR, Division 4, Chapter 11 for specific metals and/or all Title 22 metals.
3. Perform Toxic Characteristic Leaching Procedure (TCLP) for solids and liquids in accordance with EPA method 3050 for specific metals and/or all metals.
4. Contractor shall supply sample containers to the City, as needed. This cost shall be included in the Contractor's per unit price.
5. Heavy Metals Laboratory Qualifications
  - 5.1 Laboratories performing Title 22 sample analysis shall be accredited by the California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP).

#### **F. INVOICING**

Contractor shall provide separate invoices for each project number submitted to Contractor by the City. Invoices must be received by the City no later than seven (7) business days from date of invoice or they will be rejected and requested to be updated with current date. Incorrect invoices will be rejected, and a new invoice date will be requested at the time the corrected invoice is submitted. Invoices shall be sent to:

[ALMP@sandiego.gov](mailto:ALMP@sandiego.gov) or  
Attn: ALMP Program Manager  
City of San Diego/Disposal & Environmental Protection Division  
9601 Ridgehaven Court, Suite 310  
San Diego, CA 92123

**G. ADDITIONAL INSURANCE**

**1. Contractors Pollution Liability Insurance.**

- a. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to work being performed, with a limit no less than \$2 million per claim or occurrence and \$4 million annual aggregate per policy period of one year.
- b. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- c. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval from the City.
- d. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall be maintained for 12 months after the completion of the Work without advancing the retroactive date.

**2. Contractors Pollution Liability Insurance Endorsements.  
Additional Insured.**

- a. The policy or policies shall be endorsed to include as an additional insured the City and its respective elected officials, officers, employees, agents, and representatives., with respect to liability arising out of:
- b. Ongoing operations performed by you or on your behalf,
- c. your products,
- d. your work, e.g., your completed operations performed by you or on your behalf, or
- e. premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil

Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- f. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**H. TECHNICAL REPRESENTATIVE.**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**I. PRICING PAGES**

This is an as-needed contract and the estimated quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

Bidder shall complete the unit price for each type of sample for each turnaround time. Cost of shipping or local daily courier service shall be included in the per unit price (courier service is not included for night and weekend samples – City will drop off). The City will attempt to combine samples whenever possible but will not delay sending in samples to combine in larger shipping packages. All costs of sample courier service or shipping cost shall be included in per unit price.

**1.1 ASBESTOS LABORATORY SERVICES**

**SECTION 1 – PCM (NIOSH 7400)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	10	EA	1 hour	\$ 62.00	\$ 620.00
2.	20	EA	3 hours	\$ 26.75	\$ 535.00
3.	45	EA	6 hours	\$ 22.10	\$ 994.50
4.	400	EA	24 hours	\$ 16.80	\$ 6,720.00
5.	90	EA	48 hours	\$ 15.55	\$ 1,399.50
6.	20	EA	72 hours	\$ 15.25	\$ 305.00
7.	20	EA	Night/Weekend	\$ 26.75	\$ 1,185.00
<b>Estimated Annual Bid for Section 1 – Items 1 - 7:</b>					<b>\$ 11,759.00</b>

**SECTION 2 – PLM (EPA 600/M4-82-020)**

Goods and Services ITB  
 Revised: April 29, 2016  
 OCA Document No. 1277089

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	10	EA	1 hour	\$ 130	\$ 1,300.00
2.	30	EA	3 hours	\$ 36.75	\$ 1,102.50
3.	30	EA	6 hours	\$24.45	\$ 733.50
4.	300	EA	24 hours	\$ 17.10	\$ 5,130.00
5.	200	EA	48 hours	\$ 14.65	\$ 2,930.00
6.	300	EA	72 hours	\$ 11.00	\$ 3,300.00
7.	150	EA	5 days/1 week	\$ 9.15	\$ 1,372.50
8.	20	EA	Night/Weekend	\$ 36.75	\$ 1,385.00
<b>Estimated Annual Bid for Section 2 - Items 1 - 8:</b>					<b>\$ 17,253.50</b>

**SECTION 3 - PLM, 1000 POINT COUNT (EPA 600/R-93/116)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	10	EA	3 hours	\$ 154.00	\$ 1,540.00
2.	10	EA	6 hours	\$ 128.00	\$ 1,280.00
3.	20	EA	24 hours	\$ 87.00	\$ 1,740.00

4.	20	EA	48 hours	\$ 80.00	\$ 1,600.00
5.	20	EA	72 hours	\$ 75.00	\$ 1,500.00
6.	20	EA	5 days/1 week	\$ 53.00	\$ 1,060.00
<b>Estimated Annual Bid for Section 3 - Items 1 - 6:</b>					<b>\$ 8,720.00</b>

**SECTION 4 - TEM (AHERA AIR PROTOCOL (NVLAP AIR))**

<b>Item No.</b>	<b>Est. Qty</b>	<b>U/M</b>	<b>Turnaround</b>	<b>Unit price</b>	<b>Extension</b>
1.	60	EA	6 hours	\$ 102.00	\$ 6,120.00
2.	140	EA	24 hours	\$ 81.00	\$ 11,340.00
3.	30	EA	48 hours	\$ 67.00	\$ 2,010.00
4.	30	EA	72 hours or >	\$ 59.00	\$ 1,770.00
5.	5	EA	Night/Weekend	\$ 356.00	\$ 2,430.00
<b>Estimated Annual Bid for Section 4 - Items 1 - 5:</b>					<b>\$ 23,670.00</b>
<b>Estimated Annual Bid for SECTIONS 1-4:</b>					<b>\$ 61,402.50</b>

1.2 LEAD LABORATORY SERVICES

**SECTION 5 – LEAD DUST WIPES – California Title 17 (See Section D.4.2)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	60	EA	3 hours	\$ 41.75	\$ 2,505.00
2.	60	EA	6 hours	\$ 30.25	\$ 1,815.00
3.	300	EA	24 hours	\$ 17.45	\$ 5,235.00
4.	190	EA	48 hours	\$ 15.10	\$ 1,359.00
5.	280	EA	72 hours	\$ 12.80	\$ 3,584.00
6.	90	EA	5 days/1 week	\$ 10.45	\$ 940.50
<b>Estimated Annual Bid for Section 5 - Items 1 - 6:</b>					<b>\$ 15,438.50</b>

**SECTION 6 – LEAD DUST WIPES – HUD (See Section D.4.3)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	60	EA	3 hours	\$ 41.75	\$ 2,505.00
2.	60	EA	6 hours	\$ 30.25	\$ 1,815.00
3.	500	EA	24 hours	\$ 17.45	\$ 8,725.00
4.	200	EA	48 hours	\$ 15.10	\$ 3,020.00
5.	300	EA	72 hours	\$ 12.80	\$ 3,840.00

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
6.	300	EA	5 days/1 week	\$ 10.45	\$ 3,135.00
<b>Estimated Annual Bid for Section 6 - Items 1 - 6:</b>					<b>\$ 23,040.00</b>

**SECTION 7 – LEAD PAINT CHIPS**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	20	EA	3 hours	\$ 41.75	\$ 835.00
2.	20	EA	6 hours	\$ 30.25	\$ 605.00
3.	80	EA	24 hours	\$ 17.45	\$ 1,396.00
4.	80	EA	48 hours	\$ 15.10	\$ 1,208.00
5.	130	EA	72 hours	\$ 12.80	\$ 1,664.00
6.	50	EA	5 days/1 week	\$ 10.45	\$ 522.50
<b>Estimated Annual Bid for Section 7 - Items 1 - 6:</b>					<b>\$ 6,230.50</b>

**SECTION 8 – LEAD SOIL**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
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1.	50	EA	6 hours	\$ 42.50	\$ 2,125.00
2.	120	EA	24 hours	\$ 27.65	\$ 3,318.00
3.	160	EA	48 hours	\$ 24.90	\$ 3,984.00
4.	200	EA	72 hours	\$ 22.15	\$ 4,430.00
5.	20	EA	5 days/1 week	\$ 19.30	\$ 386.00
<b>Estimated Annual Bid for Section 8 - Items 1 - 5:</b>					<b>\$ 14,243.00</b>

**SECTION 9 – LEAD AIR SAMPLE CASSETTE**

<b>Item No.</b>	<b>Est. Qty</b>	<b>U/M</b>	<b>Turnaround</b>	<b>Unit price</b>	<b>Extension</b>
1.	10	EA	3 hours	\$ 48.75	\$ 487.50
2.	10	EA	6 hours	\$ 37.25	\$ 372.50
3.	50	EA	24 hours	\$ 24.45	\$ 1,222.50
4.	20	EA	48 hours	\$ 22.10	\$ 442.00
5.	20	EA	72 hours	\$ 19.80	\$ 396.00
6.	10	EA	5 days/1 week	\$ 17.45	\$ 174.50
<b>Estimated Annual Bid for Section 9 - Items 1 - 6:</b>					<b>\$ 3,095.00</b>

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
<b>Estimated Annual Bid for SECTIONS 5-9:</b>					<b>\$ 61,448.50</b>

**1.3 HEAVY METAL LABORATORY SERVICES**

**SECTION 10 – ONE METAL TTLC**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	15	EA	24 hours	\$ 163.50	\$ 2,452.50
2.	15	EA	48 hours	\$ 109.00	\$ 1,635.00
3.	50	EA	72 hours	\$ 74.00	\$ 3,700.00
4.	25	EA	5 days/1 week	\$ 46.25	\$ 1,156.25
<b>Estimated Annual Bid for Section 10 - Items 1 - 4:</b>					<b>\$ 8,943.75</b>

**SECTION 11 – ALL TITLE 22 METALS TTLC**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
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1.	10	EA	24 hours	\$ 708.00	\$ 7,080.00
2.	10	EA	48 hours	\$ 472.00	\$ 4,720.00
3.	40	EA	72 hours	\$ 327.00	\$ 13,080.00
4.	25	EA	5 days	\$ 254.00	\$ 6,350.00
<b>Estimated Annual Bid for Section 11 - Items 1 - 4:</b>					<b>\$ 31,230.00</b>

**SECTION 12 – ONE METAL STLC**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	10	EA	72 hours	\$ 263.00	\$ 2,630.00
2.	5	EA	5 days/1 week	\$ 164.00	\$ 820.00
<b>Estimated Annual Bid for Section 12 - Items 1 - 2:</b>					<b>\$ 3,450.00</b>

**SECTION 13 – ALL TITLE 22 METALS STLC**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	25	EA	72 hours	\$ 640.00	\$ 16,000.00
2.	15	EA	5 days/1 week	\$ 494.00	\$ 7,410.00
<b>Estimated Annual Bid for Section 13 - Items 1 - 2:</b>					<b>\$ 23,410.00</b>

**SECTION 14 – ONE METAL TCLP (EPA METHOD)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	10	EA	72 hours	\$ 133.00	\$ 1,330.00
2.	5	EA	5 days/1 week	\$ 107.00	\$ 535.00
<b>Estimated Annual Bid for Section 14 - Items 1 - 2:</b>					<b>\$ 1,865.00</b>

**SECTION 15 – ALL METALS TCLP (EPA METHOD)**

Item No.	Est. Qty	U/M	Turnaround	Unit price	Extension
1.	25	EA	72 hours	\$ 371.00	\$ 9,275.00
2.	15	EA	5 days/1 week	\$ 338.00	\$ 5,070.00
<b>Estimated Annual Bid for Section 15 - Items 1 - 2</b>					<b>\$ 14,345.00</b>

**1.4 Additional Costs**

**SECTION 16 – ADDITIONAL FEES**

Item No.	Description	Extension
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1.	Lab Opening Fee for after-hours and or to remain open after normal operating hours on nights and/or weekends.	\$ 650 for asbestos \$ 1,300 for metals/chemistry
<b>Total for Section 16:</b>		\$ 650.00

**TOTAL FOR ALL SECTIONS 1 - 16**

Item No.	Description	Extension
1.	SECTION 1 – PCM (NIOSH 7400)	\$ 11,759.00
2.	SECTION 2 – PLM (EPA 600/M4-82-020)	\$ 17,253.50
3.	SECTION 3 – PLM, 1000 POINT COUNT (EPA 600/R-93/116)	\$ 8,720.00
4.	SECTION 4 – TEM (AHERA AIR PROTOCOL (NVLAP AIR)	\$ 23,670.00
5.	SECTION 5 – LEAD DUST WIPES	\$ 15,438.50
6.	SECTION 6 – LEAD DUST WIPES - HUD	\$ 23,040.00
7.	SECTION 7 – LEAD PAINT CHIPS	\$ 6,230.50
8.	SECTION 8 – LEAD SOIL	\$ 14,243.00

9.	SECTION 9 – LEAD AIR SAMPLE CASSETTE	\$ 3,095.00
10.	SECTION 10 – ONE METAL TTLC	\$ 8,943.75
11.	SECTION 11 – ALL TITLE 22 METALS TTLC	\$ 31,230.00
12.	SECTION 12 – ONE METAL STLC	\$ 3,450.00
13.	SECTION 13 – ALL TITLE 22 METALS STLC	\$ 23,410.00
14.	SECTION 14 – ONE METAL TCLP (EPA METHOD)	\$ 1,865.00
15.	SECTION 15 – ALL METALS TCLP (EPA METHOD)	\$ 14,345.00
16.	SECTION 16 – ADDITIONAL FEES	\$ 650.00
<b>Total Amount (Sections 1 -16)</b>		<b>\$ 207,343.25</b>

**TOTAL (Section 1-16):** \$ 207,343.25      **(X) 5 YEARS =** \$ 1,036,716.25

Please see attached full EMSL Price Quote including EMSL footnotes to analyses and Lab Opening/After-Hours policy. EMSL cannot offer courier service but FedEx shipping is included in the price. Night/Weekend extension totals include the Lab Opening Fee, which is a one time fee added to the total analytical price.

**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 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 Contractor 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary 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 City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor 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.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor 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. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** 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.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

10090172-24-R As Needed Asbestos Lead and Other Heavy Metal Analysis Laboratory Services  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

EMSL Analytical, Inc.		LA Testing	
Legal Name		DBA	
200 Route 130 North	Cinnaminson	NJ	08077
Street Address	City	State	Zip
Ronald Smith, Senior VP of Sales	(856) 858-4800		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Meg Freudenrich	Contracts Supervisor
Name	Title/Position
Cinnaminson, NJ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submit and prepare the application, contact with City employees	
Interest in the transaction	

Ronald Smith	Senior VP of Sales
Name	Title/Position
Cinnaminson, NJ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Supervise submittal	
Interest in the transaction	

Antonio Iozzia	Corporate Counsel
Name	Title/Position
Cinnaminson, NJ	
City and State of Residence	Employer (if different than Bidder/Proposer)
Supervise document preparation	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 05/28/1981 State of incorporation: New Jersey

List corporation's current officers: President: Dr. Peter Frasca  
Vice Pres: Carmela Frasca  
Secretary: Maria Boisclair  
Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: 02/03/1998

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

Carmela Frasca, Vice President, 10 Callison Lane, Voorhees, NJ 08043  
\_\_\_\_\_  
Frasca Irrevocable Trust, 200 Route 130 North, Cinnaminson NJ 08077  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

**Yes**       **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

**Yes**       **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: TD Bank, N.A.

Point of Contact: Swapna Ghosh, VP

Address: 1701 Route 70 East, Suite 200, Cherry Hill NJ 08003

Phone Number: (856) 672-9468

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2007028626 Year Issued: 2023

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Los Angeles Consolidated School District

Contact Name and Phone Number: Jennifer Flores, 213-241-3445

Contact Email: jennifer.flores@lausd.net

Address: 333 S. Beaudry Ave. 21st Floor, Los Angeles CA 90017

Contract Date: December 1, 2020

Contract Amount: \$185,000 per year; 3 year + 2 option years for total of \$1M

Requirements of Contract: Facilities Services division: asbestos, mold, lead, IH analysis

Company Name: Los Angeles Dept of Water and Power

Contact Name and Phone Number: Marc Hendon, 213-367-8640

Contact Email: marc.hendon@ladwp.com

Address: 1350 S. Wall Street, Room 238, Los Angeles CA 90015

Contract Date: March 2, 2022

Contract Amount: \$150,000 per year; Initial year plus 2 one-year options

Requirements of Contract: Industrial Hygiene Lab services: asbestos, lead, mold/dust, IH, Legionella analysis

Company Name: Consolidated Edison of NY

Contact Name and Phone Number: Jennifer Berardi 718-204-4318

Contact Email: berardij@coned.com

Address: 31-01 20th Ave., Bldg 138, Astoria NY 11105

Contract Date: October 16, 2023

Contract Amount: \$310,000 3 year term; reoccurring contract since 2010

Requirements of Contract: BPA Orange & Rockland Utilities; Asbestos, chemistry, IH, lead/metals analysis

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

**Yes**       **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**       **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**       **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  **Yes**       **No**      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Paul M. Frasca, Asst. Corporate Secretary

Paul M. Frasca

Digitally signed by Paul M. Frasca  
Date: 2024.05.31 11:02:22 -04'00'

5/30/2024

Name and Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Paul M. Frasca, Asst. Corporate Secretary

Print Name, Title

**Paul M. Frasca** Digitally signed by Paul M. Frasca  
Date: 2024.05.31 11:02:44 -04'00'

Signature

**5/30/2024**

Date

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: EMSL Analytical, Inc. dba LA Testing

Certified By Paul M. Frasca Title Asst. Corporate Secretary

Paul M. Frasca Digitally signed by Paul M. Frasca  
Date: 2024.05.31 11:03:03 -04'00' Date 5/30/2024  
Signature

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran: Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principle Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Workforce Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
  - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
  - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

## **VI. Maintaining Participation Levels.**

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report



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**Price Quote**  
**City of San Diego**  
**Customer ID: SAND52**  
**Quote Number: 222024482192**  
**Quoted: May 30, 2024**



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**Quote Submitted to:**  
**Robert Cox**  
 City of San Diego  
 Environmental Svcs Dept/ES & EP Division  
 9601 Ridgehaven Court, Suite 310  
 San Diego, CA 92123  
 858-236-5904  
 rcox@sandiego.gov

**Quote Submitted by:**  
**Stefan Wiersgalla**  
 EMSL Analytical, Inc.  
 Account Manager  
 swiersgalla@emsl.com  
 (856) 303-3437

**Asbestos Laboratory Services <sup>1</sup>**

PCM - Air	3 Hr	6 Hr	24 Hr	32 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk	
NIOSH 7400	\$26.75	\$22.10	\$16.80	\$16.15	\$15.55	\$15.25	\$14.95	\$14.60	\$14.35	
TEM - Air <sup>2</sup>	2.5 - 3 Hr	4 - 4.5 Hr	6 Hr	24 Hr	32 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
AHERA (40 CFR Part 763 Appx. A subpart E) <sup>3</sup>	\$363.00	\$237.00	\$102.00	\$81.00	\$75.00	\$67.00	\$59.00	\$57.00	\$55.00	\$54.00
PLM - Bulk Building Materials <sup>4, 5</sup>	3 Hr	6 Hr	24 Hr	32 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk	
EPA/600/R-93/116 (Calibrated Visual Estimate, reporting limit to <1%)	\$36.75	\$24.45	\$17.10	\$15.85	\$14.65	\$11.00	\$9.80	\$9.15	\$8.55	
EPA/600/R-93/116 (1,000 Point Count) (reporting limit to <0.1%)	\$154.00	\$128.00	\$87.00	\$84.00	\$80.00	\$75.00	\$60.00	\$53.00	\$51.00	

**Lead and Metals Laboratory Services**

Air Matrix - Flame AA	3 Hr	6 Hr	24 Hr	32 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Lead in Air via NIOSH 7082	\$48.75	\$37.25	\$24.45	\$23.30	\$22.10	\$19.80	\$18.60	\$17.45	\$16.55
Bulk/Solid/Surface Matrix – FLAME AA - Lead Only	3 Hr	6 Hr	24 Hr	32 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Paint Chips via EPA 7000B	\$41.75	\$30.25	\$17.45	\$16.30	\$15.10	\$12.80	\$11.60	\$10.45	\$9.55
Wipes via EPA 7000B	\$41.75	\$30.25	\$17.45	\$16.30	\$15.10	\$12.80	\$11.60	\$10.45	\$9.30
Soil via EPA 7000B <sup>6</sup>	Call	\$42.50	\$27.65	\$26.30	\$24.90	\$22.15	\$20.75	\$19.30	\$17.95
Bulk/Solid/Surface Matrix - ICP and CVAA	Same Day	1 Day	2 Day	3 Day	4 Day	1 Wk	2 Wk		
Individual Elements by ICP (Excludes Hg) (Price quoted for first metal; each additional metal @ \$12 each) via EPA 6010D (Bulk, Chips, Wipe, Solids, Soil)	Call	\$109.00	\$74.00	\$58.00	\$55.00	\$46.25	\$40.50		
Bulk/Solid/Surface Matrix Packages	Same Day	1 Day	2 Day	3 Day	4 Day	1 Wk	2 Wk		
CAM 17 / Appendix IX Metals (17 Metals - As, Hg, Sb, Ba, Be, Cd, Cr, Co, Cu, Pb, Mo, Ni, Se, Ag, TI, V, Zn) via EPA 6010D/7471B	Call	\$472.00	\$327.00	\$305.00	\$284.00	\$254.00	\$232.00		
Hazardous Waste Characterization - FLAME AA - Lead Only	3 Hr	6 Hr	24 Hr	30 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Toxicity Characteristic Leaching Procedure (TCLP)	N/A	N/A	N/A	\$216.00	\$127.00	\$112.00	\$91.00	\$84.00	\$78.00
Total Threshold Limit Concentration (TTLC)	N/A	N/A	\$36.00	N/A	\$29.05	\$27.65	\$26.30	\$24.90	\$22.15
Soluble Threshold Limit Concentration (STLC)	N/A	N/A	N/A	N/A	N/A	\$190.00	\$161.00	\$115.00	\$86.00
Hazardous Waste Characterization - ICP / CVAA	Same Day	1 Day	2 Day	3 Day	4 Day	1 Wk	2 Wk		
TCLP Single Element (Excluding Hg) (Price quoted for first metal; each additional metal @ \$12 each) via EPA 1311/6010D <sup>7</sup>	N/A	Call	Call	\$133.00	\$114.00	\$107.00	\$101.00		
TCLP Mercury (Hg) Only via EPA 1311/7470A <sup>7</sup>	N/A	Call	Call	\$197.00	\$167.00	\$150.00	\$130.00		

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.



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Lead and Metals Laboratory Services

Hazardous Waste Characterization - ICP / CVAA	Same Day	1 Day	2 Day	3 Day	4 Day	1 Wk	2 Wk
STLC Single Element (Excluding Hg) (Price quoted for first metal; each additional metal @ \$12 each) via 22 CCR Appendix II / 6010D <sup>7</sup>	N/A	Call	Call	\$263.00	\$224.00	\$164.00	\$127.00
STLC Mercury (Hg) Only via 22 CCR Appendix II / 7420A <sup>7</sup>	N/A	Call	Call	Call	Call	Call	Call
Hazardous Waste Characterization Packages	Same Day	1 Day	2 Day	3 Day	4 Day	1 Wk	2 Wk
TCLP RCRA (8 metals: Ag, As, Ba, Cd, Cr, Hg, Pb, Se) via EPA 1311/6010D/7470A <sup>8</sup>	N/A	N/A	Call	\$263.00	\$239.00	\$230.00	\$216.00

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.



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1. Same day turn-around time via 3 Hrs or 6 Hrs is subject to restrictions including but not limited to Lab operational hours.
2. Samples Prepped and not analyzed are billed at \$26.50 per sample
3. If sample requires additional grid openings to reach analytical sensitivity (ie: Air - minimum volume of air not collected; Water - sample is from a non-drinking water source or has high turbidity), a charge of \$10 per additional grid opening will be applied. Client will be contacted to approve before analysis proceeds. If sample has been prepped and client chooses not to proceed with analysis, a prep fee will apply.
4. Gravimetric Reduction Prep is recommended for Problem Matrix Materials such as NOBs (Non-Friable Organically Bound materials). Typical NOBs include but are not limited to: floor tiles, mastics, roofing, caulking, tars, covebase, glazing, etc.
5. Fees are "per layer" (eg: tile and mastic charged separately)
6. Add \$100-\$150 per sample if Multi-Incremental Sampling (MIS) lab sub-sampling prep is requested (for 1-2 Week TAT)
7. Includes cost/fee for 1311 prep extraction
8. Includes the cost/fee for 1311 prep/extraction or SPLP (EPA 1312 if requested)

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.



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## Price Quote

City of San Diego  
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### Terms & Conditions for Purchase of Laboratory Services

**General: G1. Customer Requirements:** The customer is responsible for confirming and communicating any specific local, state, regional, national, or independent third-party certification and accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific test requirements. EMSL Analytical, Inc. (EMSL) is not responsible for customer's errors or omissions with respect to communication of specific test requirements.

**G2. Sample Submission:** The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with EMSL Terms and Conditions. In the absence of an additional contract or agreement with EMSL, by submitting samples for analysis, the customer agrees to be bound by EMSL's Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time rate to meet hold time requirements. Clients who use EMSL's prepaid courier services and/or common carrier may have a fee added to their project invoice to cover the costs if per shipment analysis fee (\$) minimums are not met.

**G3. Sampling Responsibility:** It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to select the applicable sampler, media, and conditions to ensure that a valid sample has been collected. EMSL is not responsible for the improper selection of sampling devices even if EMSL supplies the devices to the user. Clients who order complementary media and supplies may be charged for supplies not returned to the lab for analysis, including cost of supplies, shipping and/or handling fee(s).

**G4. Sample Labeling & Packaging:** It is the customer's responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. EMSL reserves the right to refuse or return samples submitted for analysis which are unsuitable due to damage, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

**G5. Turn-Around-Time:** Turn-Around-Time (TAT) is defined as the time between sample acceptance by an authorized EMSL representative at the analyzing laboratory and analysis report completion. Turnaround time/due dates are based upon individual laboratory operational hours. TATs are offered in hours, business, or calendar days, depending upon the specific test. Submissions are accepted only during laboratory operational hours at the analyzing laboratory. Incomplete sample submissions or problematic sample conditions may result in processing and/or TAT delays. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. Unless otherwise approved, TAT Will Not Start and/or will not be initiated for COD samples / projects until payment is received in full. If for any reason, the TAT originally requested will be missed, EMSL will automatically continue to proceed with completion of the work although at a longer TAT unless the client specifically indicates work is only contracted if the specific TAT requested and the job is to be cancelled if the TAT cannot be met.

**G6. Testing Policy:** EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third-party laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and / or price book.

**G7. Pricing:** EMSL pricing is periodically adjusted and EMSL reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted pricing expires if work is not submitted within 30 calendar days; otherwise, quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency or volume, and/or non-compliance with the EMSL Terms and Conditions.

**G8. Payment Terms:** If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. Unless otherwise stated, rates are quoted in US Dollars. Interest charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase, or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full.

**G9. Customer Changes:** All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing; verbal change requests must be confirmed in writing. If requested change (s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, EMSL will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees, change pricing, and / or reject samples due to changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated, or any other type of specialized sample as determined by the laboratory.

**G10. Sample & Record Retention:** See division-specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. EMSL must also be notified, and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

**G11. Disclaimer:** In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or

interpretation of test results by customer or any third party. EMSL accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, more than the amount paid to EMSL by customer thereunder.

**G12. Severability:** If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of New Jersey. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

**G13. Headings:** The headings contained herein are for convenience only, and in the event of any conflict, the text of this paragraph, rather than the headings, will control.

**G14. Lab Reports, QC Data Packages & Reporting Limits:** Reports will be emailed as a PDF to the client and posted on LabConnect™. Clients that are not paperless (require mailed Reports, COC's, Invoices, and/or any combination of these documents) may be subject to surcharge fees and/or increased analytical rates. QC data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reporting limits and / or data quality objectives.

**G15. Tests and Services:** Not all tests and services are available at all locations. Please see website and contact lab location prior to submitting samples to confirm available tests and services. Service Terms also vary by Test/Division as clarified below:

#### Asbestos:

**A1. Sample & Record Retention:** Unless otherwise requested, samples are retained for a period of 60 calendar days.

**A2. Layering:** EPA/600/R-93/116 and EPA-600/M4-82-020 PLM methods require that individual layers of bulk samples are treated as separate samples. Unless specifically requested by the customer in writing prior to sample submission, distinct layers are separated, analyzed, reported, and billed separately.

**A3. Positive Stop Analysis:** For PLM analysis, all samples in a homogenous area / group are analyzed regardless of result, unless the customer requests analysis to stop at first positive result.

**A4. Sample Preparation Charges:** Samples prepared but not analyzed incur a preparation fee.

#### Environmental Chemistry:

**EC1. Sample & Record Retention:** Unless otherwise requested, Environmental Chemistry samples are retained for 30 calendar days from receipt. For samples / media that are consumed during analysis, the digestates / extracts are retained for 14 calendar days.

**EC2. Expedited TAT:** Same day and/or expedited TAT (less than 1 week) samples must be prescheduled and received by the analyzing laboratory by 10:00 a.m. ET, unless otherwise arranged.

**EC3. Customer Changes:** If analysis is cancelled by the customer, samples logged in and not yet analyzed shall incur a fee. In addition, if analysis has already begun, the customer shall be invoiced for preparation and analysis conducted up to the point of cancellation.

**EC4. Waste Management & Disposal Fee:** \$15 per-order

**EC5. Bottle Order Processing Fee:** A \$15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

**EC6. Order Minimum of \$125:** Orders that do not meet this minimum will be billed the balance to \$125.

#### Environmental Lead & Metals:

**EL1. Sample & Record Retention:** Unless otherwise requested, digested lead samples are retained for 30 calendar days. Original paint chips / soils are retained for 60 calendar days.

**EL2. Composite Fees:** Sample Composite fees may apply.

**EL3. Waste Management & Disposal Fee:** \$15 per order fee will be applied excluding Lead Wipes and Chips analyzed by FLAA.

**EL4. Bottle Order Processing Fee:** A \$15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

**EL5. Order Minimum of \$125:** Applicable for ICP, ICP-MS and CVAA (Not FLAA). Orders that do not meet this minimum will be billed the balance to \$125.

#### Environmental Microbiology:

**EM1. Sample & Record Retention:** Unless otherwise requested, microbiology samples are retained for 30 calendar days. Highly perishable samples (e.g., water, environmental monitoring plates) are retained for 7 calendar days. Any samples that pose a risk to health and safety of laboratory staff, or the integrity of other samples in the lab, may be disposed of earlier than the stated schedule. The customer shall be informed prior to any early disposal.

#### Food Sciences:

**F1. Sample & Record Retention:** Unless otherwise requested, Food Microbiology samples are retained for 30 calendar days. Food Chemistry samples are retained for 14 calendar days, unless highly perishable or prolonged storage will compromise the integrity of the sample.

**F2. Expedited TAT:** For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

**F3. Sample Composites:** Composite fees may apply.

**F4. (Applicable for Food Chemistry Only) Waste Management & Disposal Fee:** \$15 per-order

**F5. Bottle Order Processing Fee:** A \$15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

**F6. (Applicable for Food Chemistry Only) Order Minimum of \$125:** Orders that do not meet this minimum will be billed the balance to \$125.

**All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis.** This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.



EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

**EMSL ANALYTICAL, INC.**  
**Price Quote**  
**City of San Diego**  
**Customer ID: SAND52**  
**Quote Number: 222024482192**  
**Quoted: May 30, 2024**



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**Industrial Hygiene/Organic Compound Air Testing:**

**IH1. Sample and Record Retention:** Unless otherwise requested, or consumed with analysis, Industrial Hygiene samples are retained for 14 calendar days. For TO-15 analysis, samples submitted in EMSL supplied canisters are retained for 24 hours after results are released to the customer; samples may be held longer if prior arrangements are made with lab and fees may apply. Hold Time of TO-15 samples submitted in Tedlar® bags are 24hrs (1 day TAT Rate applies) after receipt unless EMSL is authorized to transfer sample to canisters in lab to extend the hold time. Bulk samples for off-gassing are handled on a case-by-case basis and may, upon request, be returned to the customer for disposal at the customer's expense.

**IH2. Expedited TAT:** For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

**IH3. Per-Order Processing Fee of \$15:** For all orders of EMSL Free IH Pumps on Loan and/or EMSL Free IH Media

**Materials Science:**

**MS1. Sample Submission:** Samples requested to be analyzed under Good Manufacturing Practice (cGMP) guidelines must be scheduled with the laboratory in advance of sample submission. All GMP Materials Science work must be submitted to an FDA registered and, where applicable, a DEA licensed EMSL laboratory. All other Materials Science samples may be submitted without prior scheduling with the laboratory.

**MS2. Sample & Record Retention:** Unless otherwise requested, non-perishable samples are retained for 60 calendar days after analysis under submitted conditions. Perishable samples, or samples that will lose their integrity due to prolonged storage, are retained for a maximum of 30 calendar days under refrigerated conditions. Sample storage beyond these periods is available for a fee by written request prior to the initial 60 calendar day retention period. Samples containing hazardous/toxic substances that require special handling will either be returned to the customer or disposed of immediately following analysis. EMSL reserves the right to charge a sample disposal and/or return shipping fee

**MS3. Minimum Project Fees:** A minimum analytical fee applies to each Materials Science project.

**MS4. Out-of-Specification Results:** Samples requested to be analyzed under GMP guidelines, are tested against internal, compendia, or customer provided specifications. As per GMP requirements, if test results do not meet specifications, an Out-of-Specification (OOS) investigation shall be performed, which may delay TAT. EMSL shall bear the cost of the investigation in the event of a laboratory assignable cause. For non-laboratory assignable cause determinations, customer is responsible for investigation costs.

**Radiochemistry:**

**RC1. Sample & Record Retention:** Unless otherwise requested or consumed with analysis, Radiochemistry samples are retained for 14 calendar days. Samples collected on other laboratory's sampling devices might not be accepted for analysis. Customers are responsible for any additional disposal fees EMSL incurs because of accepting samples.

**RC2. Sample Submission:** Prior to submitting samples the customer shall notify EMSL's Radiation Safety Officer (RSO) of the specific radioactive element, potential levels of radiation that may be present, tracking number of shipment, specific enforcement action and / or a U.S. Department of Energy related project site. Samples submitted to EMSL for analysis shall be sent to the attention of "Radiation Safety Officer". Samples that arrive without the above notifications may be refused and returned. The customer is responsible for complying with all Department of Transportation regulations regarding the shipment of radioactive materials with any common carrier.

**RC3. Waste Management & Disposal Fee:** \$15 per-order

**RC4. Bottle Order Processing Fee:** A \$15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

**RC5. Order Minimum of \$125:** Orders that do not meet this minimum will be billed the balance to \$125.

**MPL Laboratories – cGMP Services:**

**MPL1. Additional Terms for cGMP Work:** Work accepted for cGMP work performed at our MPL Laboratories Location is also governed by the Terms and Conditions specific to the cGMP project.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.



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**EMSL ANALYTICAL, INC.**  
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**City of San Diego**  
**Customer ID: SAND52**  
**Quote Number: 222024482192**  
**Quoted: May 30, 2024**



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## Lab Opening Fee/After-Hours Policy – EMSL, LA Testing, EMSL Canada

- Effective January 8, 2022, the following after-hours policy will apply in all laboratories throughout the US and Canada.
- Customers requiring analysis outside of lab/department operating hours will be assessed a 'lab-opening fee', per analyst required to complete the job.'
- Refer to [www.emsl.com](http://www.emsl.com), [www.lateesting.com](http://www.lateesting.com), [www.emslcanada.ca](http://www.emslcanada.ca) for individual lab/department hours.
- For lab/departments open during weekends or evenings: If additional analysts are required to complete the job, the lab opening fee will be charged for each additional analyst required.
- To initiate after-hours analysis, client must confirm via email that the lab-opening has been scheduled and the fee has been accepted.
- Lab-opening fee will be included on the invoice following analysis for customers with terms. Customers that are COD must pay for the fee up front along with all analytical fees.
- For all scenarios, the fastest TAT/fee may be applied.
- Customers agree to provide a one-hour advanced notice of arriving to the lab to a cell-phone provided.
- Samples that require specific hold-times or incubation times, a surcharge may apply.
- Subject to lab staff availability which cannot be guaranteed at all times.
- All fees below are listed as 'per analyst required to complete the job'. Laboratory will notify clients in writing number of analysts required.

### Scenario 1: Up to 2 Hours Outside of Normal Operating Hours

To complete the job in the time requested by the client, Lab/Department must open early (maximum of 2 hours), or stay open later (maximum of 2 hours). 3 or 6 hour TAT will be applied.

US Fee: \$200.00 USD, plus applicable analytical fees

Canada Fee: \$250.00 CAD, plus applicable analytical fees

### Scenario 2: Weekday Evening, More than 2 Hours Outside of Normal Operating Hours (Monday-Thursday)

To complete the job in the time requested by the client, Mon., Tues., Wed, or Thurs., Lab/Department must open more than 2-hours before opening or after closing. Fastest TAT/fee will be applied.

US Lab Opening Fee: \$500.00 USD, plus applicable analytical fees

Canada Lab Opening Fee: \$625.00 CAD, plus applicable analytical fees

### Scenario 3: Weekend Day or Night, More than 2 Hours Outside of Normal Operating Hours (Friday-Sunday)

Defined as Friday Night through Sunday Overnight Coverage (excluding labs that offer standard weekend hours during those open hours if applicable). Fastest TAT/fee will be applied.

US Lab Opening Fee: \$650.00 USD, plus applicable analytical fees

Canada Lab Opening Fee: \$800.00 CAD, plus applicable analytical fees

### Scenario 4: Holidays

To complete the job in the time requested by the client, Lab/Department must open during a Holiday as observed by EMSL. Fastest TAT/fee will be applied.

US Lab Opening Fee: \$1,000.00, plus applicable analytical fees

Canada: This scenario does not apply.

### Cancellation Policy:

Cancellation of after-hours work must be done prior to 4 hours before the scheduled start of the job. If cancellation is not done prior to 4 hours of the time of the requested, a cancellation fee of 50% of the Lab Opening Fee will be charged.



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**Additional Laboratory Fees – EMSL, LA Testing, EMSL Canada**

Description	Fee	Lead (FLAA)	Chemistry	Industrial Hygiene	TO-15	Silica	Food Chemistry	Radio-chemistry	Radon
Bottle Order Processing	\$15 per Order	X	X					X	
Composite Lead Wipe	Additional 50% of Sample Price (Max 4 Wipes per Tube)	X							
Other Composite Samples	\$35 per Order	X	X	X			X		
Custom Data Deliverable (EDD)	Greater of \$150 per Order or 15% of SDG Value	X	X	X	X	X	X	X	X
Extra Metal, <u>Before</u> Analysis is Completed	\$12 per Metal		X						
Extra Metal, <u>After</u> Analysis is Completed	Full Sample Price		X						
Field Sampling (New Jersey Only)	\$175 North Jersey \$110 South Jersey \$195 Cape May		X					X	
Free Loaner Pumps, Processing Fee	\$15 per Order			X		X			
Lead (Pb) Spike Samples	\$25 Each	X							
Milling of Samples	\$95 per Sample	X	X					X	
Overloaded Samples	50% Sample Price	X		X		X			
PCB TO-10A Spike Samples	\$75 Each		X						
Project Minimum (Lab Min. Fee)	\$125 per Order		X				X	X	
Prepped, Not Analyzed	50% Sample Price	X	X	X	X	X	X	X	X
Prepaid Kit Turnaround Upgrade	\$25 per Order		X						X
Free Sampling Supplies, Processing Fee	\$15 per Order			X	X	X			
Special Sample Disposal	\$500 per Sample	X	X	X	X	X	X	X	X
TCLP Large Sample Disposal	\$500 per Sample	X	X						
TCLP Mixed Debris	\$100 per Sample	X	X						
TCLP PPE Samples	\$100 per Sample	X	X						
TO-15 Canisters and Regulators, Processing Fee	\$15 per Order				X				
Waste Management/ Disposal (FLAA)	\$5 per Order								
Waste Management/ Disposal	\$12.50 per Order		X				X	X	

# 2023 EMSL FedEx Label U.S. Policy



**To qualify for Free Shipping using an EMSL FedEx shipping label, the following conditions must apply:**

- Samples sent in each individual package must meet or exceed \$100 in billing. (\$150 Canada)
- Shipping applies to one package. Multiple packages should be charged separately.
- Packaging must be a FedEx Pack or Envelope.
- Packages that do not meet \$100 in billing (\$150 Canada) will be charged \$25 US/\$30 CAD.
- Coolers or large boxes that use an EMSL label should be charged according to package weight. See below.
- Free Shipping applies ONLY to:
  - Asbestos testing of bulk material samples
  - Wipe/dust samples, or air sample cassettes
  - Lead analysis of paint chips, air samples, or wipe samples
  - Microbiology air samples or bulk samples, tape lift samples, and/or swab samples
  - Metals (air, chips, and wipes)
  - IH Organics (Formaldehyde, Methamphetamine, Isocyanates, BTEX, etc.)
  - Combustion By-Products (Soot)/Material Identification
  - Silica
  - Respirable Dust/Total Dust

**Services Exempt from EMSL Free Shipping label:**

Customers may not use the EMSL FedEx shipping label to return the following:

- Soil, TO-15 Canisters, Coolers, Food, Water, Large Boxes, Excessive Weight. See below for minimum rates based on weight.
- First Overnight or First Delivery/Saturday Delivery – we are no longer offering this service. Pick up charges for non-scheduled FedEx or UPS pickups the client arranges without the consent of EMSL – Charges will be reviewed by corporate accounts payable and billed accordingly.
- Shipping boxes sold by FedEx – Charges will be reviewed by corporate accounts payable and billed accordingly.

**Receiving Lab at capacity but can perform the analysis:**

EMSL Customers are not responsible for shipment of samples to another laboratory if the receiving lab can perform the analysis but is at capacity. Sample type and \$100 analysis minimum/\$150 CAD still apply.

**Receiving Lab cannot perform the requested analysis:**

EMSL Customers are responsible for shipping charges if samples are shipped to a laboratory that does not perform the requested analysis. Rates will be billed according to the below.

**Shipping Rates to be billed to EMSL Customers**

<or=5 lbs.	\$25.00/\$30.00 CAD	=5 lbs or <10 lbs.	\$32.00/\$40.00 CAD
=10 lbs or <20 lbs	\$42.00/\$53.00 CAD	=or> 20 lbs **Give a verbal warning they should not use EMSL labels for heavy packages	\$80.00/\$100.00 CAD

**Any contractual or negotiated agreements are honored.**



# LA Testing Chain of Custody - One Chain

LA Testing Order Number / Lab Use Only

LA Testing  
520 Mission Street  
South Pasadena, CA 91030

PHONE: 800-303-0047  
EMAIL: pasadenalab@latesting.com

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

<b>Customer Information</b>	Customer ID:	<b>Billing Information</b>	Billing ID:
	Company Name:		Company Name:
	Contact Name:		Billing Contact:
	Street Address:		Street Address:
	City, State, Zip: <span style="float: right;">Country:</span>		City, State, Zip: <span style="float: right;">Country:</span>
Phone:	Phone:	Email(s) for Invoice:	
Email(s) for Report:			

**Project Information**

Project Name/No:	Purchase Order:	
LAT LIMS Project ID: <small>(If applicable, EMSL will provide)</small>	US State where samples collected:	State of Connecticut (CT) must select project location: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)
Sampled By Name:	Sampled By Signature:	No. of Samples in Shipment

**Turn-Around-Time (TAT)**

3 Hour  
  6 Hour  
  24 Hour  
  32 Hour  
  48 Hour  
  72 Hour  
  96 Hour  
  1 Week  
  2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. \*32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

**ASBESTOS**

<p><b>PCM Air</b></p> <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> NIOSH 7400 w/ 8hr. TWA <p><b>PLM - Bulk (reporting limit)</b></p> <input type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) <input type="checkbox"/> POINT COUNT <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%) <input type="checkbox"/> POINT COUNT w/ GRAVIMETRIC <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%) <input type="checkbox"/> NIOSH 9002 (<1%) <input type="checkbox"/> NYS 198.1 (Friable - NY) <input type="checkbox"/> NYS 198.6 NOB (Non-Friable - NY) <input type="checkbox"/> NYS 198.8 (Vermiculite SM-V)	<p><b>TEM - Air</b></p> <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312* <p><b>TEM - Bulk</b></p> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (Non-Friable-NY) <input type="checkbox"/> TEM EPA 600/R-93/116 w Milling Prep (0.1%) <p><b>Other Test (please specify)</b></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<p><b>TEM - Settled Dust</b></p> <input type="checkbox"/> Microvac - ASTM D5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Qualitative via Filtration Prep <input type="checkbox"/> Qualitative via Drop Mount Prep <p><b>Soil - Rock - Vermiculite (reporting limit)*</b></p> <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep
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\*Please call with your project-specific requirements.

**Positive Stop - Clearly Identified Homogeneous Areas (HA)**      **Filter Pore Size (Air Samples)**     0.8um     0.45um

<p style="text-align: center;"><b>LEAD (PB)</b></p> <p><b>Flame Atomic Absorption</b></p> <input type="checkbox"/> Chips SW846-7000B or AOAC 974.2 <input type="checkbox"/> Soil SW846-7000B/7420 <input type="checkbox"/> Air NIOSH 7082 <input type="checkbox"/> Wastewater SM3111B or SW846-7000B/7420 <input type="checkbox"/> ASTM Wipe SW846-7000B/7420 <input type="checkbox"/> Non-ASTM Wipe SW846-7000B/7420 <input type="checkbox"/> TCLP SW846-1311/ 7420/ SM3111B	<p style="text-align: center;"><b>ICP</b></p> <input type="checkbox"/> TEM EPA 600/R-93/116 w Milling Prep (0.1%) <input type="checkbox"/> Chatfield SOP	<p style="text-align: center;"><b>MAT-SCI (TAT End of Business Day)</b></p> <input type="checkbox"/> Common Particle ID (large particles) <input type="checkbox"/> Full Particle ID (environmental dust) <input type="checkbox"/> Basic Material ID (solids) <input type="checkbox"/> Advanced Material ID <input type="checkbox"/> Physical Testing (Tensile, Compression) <input type="checkbox"/> Combustion-By-Products (Soot, Char, etc.) <input type="checkbox"/> X-Ray Fluorescence (Elem. Analysis) <input type="checkbox"/> X-Ray Diffraction (Crystalline Part.) <input type="checkbox"/> MMVFs (Fibrous Glass, RCFs) <input type="checkbox"/> Particle Size (Sieve, Microscopy, Laser) <input type="checkbox"/> Combustible Dust <input type="checkbox"/> Petrographic Examination
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<b>MICROBIOLOGY</b>		<b>IAQ (TAT End of Business Day)</b>
<p><b>Swab and Bulk Samples</b></p> <input type="checkbox"/> Mold & Fungi - Direct Examination <input type="checkbox"/> Mold & Fungi Culture (Genus Only) <input type="checkbox"/> Mold & Fungi Culture (Genus & Species) <input type="checkbox"/> Bacterial Count & ID (Up to 3 Types) <input type="checkbox"/> Bacterial Count & ID (Up to 5 Types) <p><b>Sewage Screen</b></p> <input type="checkbox"/> Sewage Screen (P/A) <input type="checkbox"/> Sewage Screen (Membrane Filtration) <p><b>Water Samples</b></p> <input type="checkbox"/> Total Coliform & E. Coli (P/A, SM 9223B) <input type="checkbox"/> Heterotrophic Plate Count (PP, SM 9251B) <input type="checkbox"/> Fecal Coliform (SM 9222D)	<p><b>Air Samples</b></p> <input type="checkbox"/> Mold & Fungi (Spore Trap) <input type="checkbox"/> Mold & Fungi Culture (Genus Only) <input type="checkbox"/> Mold & Fungi Culture (Genus & Species) <input type="checkbox"/> Bacterial Count & ID (Up to 3 Types) <input type="checkbox"/> Bacterial Count & ID (Up to 5 Types) <p><b>DNA &amp; PCR Testing:</b> (See Analytical Guide for Code) Test Code:</p> <p><b>Legionella:</b> (See Analytical Guide for Code) Test Code:</p> <p><b>P/A= Presence/Absence, PP= Pour Plate</b></p>	<input type="checkbox"/> Nuisance Dust <input type="checkbox"/> NIOSH 0500 <input type="checkbox"/> NIOSH 0600 <input type="checkbox"/> Airborne Dust <input type="checkbox"/> PM10 <input type="checkbox"/> TSP Silica Analysis: <input type="checkbox"/> All Species Silica Analysis - Single Species <input type="checkbox"/> Alpha Quartz <input type="checkbox"/> Cristobalite <input type="checkbox"/> Tridymite <input type="checkbox"/> HVAC Efficiency <input type="checkbox"/> Carbon Black <input type="checkbox"/> Airborn Oil Mist Radon Testing: Call for Kit and COC

**Other Test (please specify)**

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time





# Lead Chain of Custody

EMSL Order Number / Lab Use Only

LA Testing  
520 Mission Street  
South Pasadena, CA 91030

EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

PHONE: 800-303-0047

EMAIL: pasadenalab@latesting.com

<b>Customer Information</b>	Customer ID:		<b>Billing Information</b>	Billing ID:	
	Company Name:			Company Name:	
	Contact Name:			Billing Contact:	
	Street Address:			Street Address:	
	City, State, Zip:	Country:		City, State, Zip:	Country:
	Phone:			Phone:	
Email(s) for Report:		Email(s) for Invoice:			

Project Information				
Project Name/No:			Purchase Order:	
EMSL LIMS Project ID: <small>(If applicable, EMSL will provide)</small>		US State where samples collected:	State of Connecticut (CT) must select project location: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)	
Sampled By Name:		Sampled By Signature:		No. of Samples in Shipment

**Turn-Around-Time (TAT)**

3 Hour   
 6 Hour   
 24 Hour   
 32 Hour   
 48 Hour   
 72 Hour   
 96 Hour   
 1 Week   
 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. \*32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
<b>CHIPS</b> <input type="checkbox"/> % by wt. <input type="checkbox"/> ppm (mg/kg) <input type="checkbox"/> mg/cm <sup>2</sup> <small>*Reporting Limit based on a minimum 0.25g sample weight. **Not appropriate for Ceramic Tiles - XRF is recommended</small>	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	
	SW 846-6010D*	ICP-OES	0.0004% (4ppm)	
	NIOSH 7082	Flame Atomic Absorption	4µg/filter	
<b>AIR</b>	NIOSH 7300M / NIOSH 7303M	ICP-OES	0.5µg/filter	<input type="checkbox"/>
	NIOSH 7300M / NIOSH 7303M	ICP-MS	0.05µg/filter	<input type="checkbox"/>
<b>WIPE</b> <input type="checkbox"/> ASTM <input type="checkbox"/> NON-ASTM <small>*If no box is checked, non-ASTM Wipe is assumed</small>	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	<input type="checkbox"/>
	SW 846-6010D*	ICP-OES	1.0µg/wipe	<input type="checkbox"/>
<b>TCLP</b>	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW 846-1311 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
<b>SPLP</b>	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW 846-1312 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
<b>TTLIC</b>	22 CCR App. II, 7000B	Flame Atomic Absorption	40mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW 846-6010D*	ICP-OES	2mg/kg (ppm)	<input type="checkbox"/>
<b>STLC</b>	22 CCR App. II, 7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
<b>Soil</b>	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	<input type="checkbox"/>
	SW 846-6010D*	ICP-OES	2mg/kg (ppm)	<input type="checkbox"/>
	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
<b>Wastewater</b> Unpreserved <input type="checkbox"/> Preserved with HNO3 <input type="checkbox"/> PH<2	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
<b>Drinking Water</b> Unpreserved <input type="checkbox"/> Preserved with HNO3 <input type="checkbox"/> PH<2	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
				<input type="checkbox"/>
<b>TSP/SPM Filter</b>	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
<b>Other:</b>	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input type="checkbox"/>

Sample Number	Sample Location	Volume / Area	Date / Time Sampled

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-25 Lead R17 05/09/2022

\*6010C Available Upon Request

**AGREE TO ELECTRONIC SIGNATURE** (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.





# Asbestos Chain of Custody (Air, Bulk, Soil)

## California Customers

EMSL Order Number / Lab Use Only

LA Testing  
520 Mission Street  
South Pasadena, CA 91030

PHONE: 800-303-0047  
EMAIL: pasadenalab@latesting.com

EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

<b>Customer Information</b>	Customer ID:		Billing ID:	
	Company Name:		Company Name:	
	Contact Name:		Billing Contact:	
	Street Address:		Street Address:	
	City, State, Zip:	Country:	City, State, Zip:	Country:
	Phone:		Phone:	
Email(s) for Report:		Email(s) for Invoice:		

### Project Information

Project Name/No:		Purchase Order:	
EMSL LIMS Project ID: <small>(If applicable, EMSL will provide)</small>		US State where samples collected:	State of Connecticut (CT) must select project location: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)
Sampled By Name:	Sampled By Signature:	No. of Samples in Shipment	

### Turn-Around-Time (TAT)

3 Hour  
  4-4.5 Hour AHERA ONLY  
  6 Hour  
  24 Hour  
  32 Hour  
  48 Hour  
  72 Hour  
  96 Hour  
  1 Week  
  2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

### Test Selection

<p><b>PCM Air</b></p> <p><input type="checkbox"/> NIOSH 7400</p> <p><input type="checkbox"/> NIOSH 7400 w/ 8hr. TWA</p> <p><b>PLM - Bulk (reporting limit)</b></p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 (&lt;1%)</p> <p><input type="checkbox"/> PLM EPA NOB (&lt;1%)</p> <p><input type="checkbox"/> POINT COUNT</p> <p><input type="checkbox"/> 400 (&lt;0.25%)   <input type="checkbox"/> 1,000 (&lt;0.1%)   <input type="checkbox"/> 1,200 (&lt;0.08%)</p> <p>POINT COUNT w/ GRAVIMETRIC</p> <p><input type="checkbox"/> 400 (&lt;0.25%)   <input type="checkbox"/> 1,000 (&lt;0.1%)   <input type="checkbox"/> 1,200 (&lt;0.08%)</p>	<p><b>TEM - Air</b></p> <p><input type="checkbox"/> AHERA 40 CFR, Part 763</p> <p><input type="checkbox"/> CARB Modified AHERA</p> <p><input type="checkbox"/> NIOSH 7402</p> <p><input type="checkbox"/> EPA Level II</p> <p><input type="checkbox"/> ISO 10312*</p> <p><b>TEM - Bulk</b></p> <p><input type="checkbox"/> TEM EPA NOB</p> <p><input type="checkbox"/> TEM EPA 600/R-93/116 w Milling Prep (0.1%)</p> <p><b>TEM - Settled Dust</b></p> <p><input type="checkbox"/> Microvac - ASTM D5755</p> <p><input type="checkbox"/> Wipe - ASTM D6480</p> <p><input type="checkbox"/> Qualitative via Filtration Prep</p> <p><input type="checkbox"/> Qualitative via Drop Mount Prep</p>	<p><b>Soil - Rock - Vermiculite (reporting limit)*</b></p> <p><input type="checkbox"/> PLM CARB 435 - Level A (&lt;0.25%)</p> <p><input type="checkbox"/> PLM CARB 435 - Level B (&lt;0.1%)</p> <p><input type="checkbox"/> TEM CARB 435 - Level B (&lt;0.1%)</p> <p><input type="checkbox"/> TEM CARB 435 - Level C (&lt;0.01%)</p> <p><input type="checkbox"/> CARB Guidance Compliance Prep</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (&lt;0.25%)</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (&lt;0.1%)</p> <p><input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (&lt;0.1%)</p> <p><b>Other</b></p>
---	--	---

\*Please call with your project-specific requirements.

Positive Stop - Clearly Identified Homogeneous Areas (HA)  
 Filter Pore Size (Air Samples)  
  0.8um  
  0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - COC-51 Asbestos CA Clients R3 03/24/2021

**AGREE TO ELECTRONIC SIGNATURE** (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.





**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (856) 303-2500 Fax: (856) 858-4571 Email: EnvChemistry2@emsl.com

Attn:

**Company Contact**

**Company Name**

**Company Address**

**City, ST Zip**

Phone:

Fax:

6/9/2020

The following analytical report covers the analysis performed on samples submitted to EMSL Analytical, Inc. on 6/1/2020. The results are tabulated on the attached data pages for the following client designated project:

**SAMPLE REPORT**

The reference number for these samples is EMSL Order #000000000. Please use this reference when calling about these samples. If you have any questions, please do not hesitate to contact me at (856) 303-2500.

Approved By:

Phillip Worby, Environmental Chemistry  
Laboratory Director



The test results contained within this report meet the requirements of NELAP and/or the specific certification program that is applicable, unless otherwise noted.  
NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, CA ELAP 1877

The samples associated with this report were received in good condition unless otherwise noted. This report relates only to those items tested as received by the laboratory. The QC data associated with the sample results meet the recovery and precision requirements established by the NELAP, unless specifically indicated. All results for soil samples are reported on a dry weight basis, unless otherwise noted. This report may not be reproduced except in full and without written approval by EMSL Analytical, Inc.

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077  
 Phone/Fax: (856) 303-2500 / (856) 858-4571  
<http://www.EMSL.com> [EnvChemistry2@emsl.com](mailto:EnvChemistry2@emsl.com)

EMSL Order: 000000000  
 CustomerID: CUST00  
 CustomerPO:  
 ProjectID:

Attn: <b>Company Contact</b>	Phone:
<b>Company Name</b>	Fax:
<b>Company Address</b>	Received: 06/01/20 11:40 AM
<b>City, ST Zip</b>	
Project: <b>SAMPLE REPORT</b>	

**Analytical Results**

**Client Sample Description** Sample 1 **Collected:** 5/6/2020 **Lab ID:** 000000000-0001

Method	Parameter	Result	RL Units	Prep Date & Analyst	Analysis Date & Analyst
<b>METALS</b>					
3050B/6010B	Chromium	25	2.4 mg/Kg	6/2/2020 AM	06/04/20 11:38 BE
3050B/6010B	Lead	8.6	2.4 mg/Kg	6/2/2020 AM	06/04/20 11:38 BE
STLC/6010B	Chromium	0.44 D	0.10 mg/L	6/5/2020 AM	06/09/20 7:44 BE
STLC/6010B	Lead	ND D	0.10 mg/L	6/5/2020 AM	06/09/20 7:44 BE
TCLP 1311/6010B	Chromium	ND D	0.10 mg/L	6/5/2020 AM	06/09/20 10:00 BE
TCLP 1311/6010B	Lead	ND D	0.10 mg/L	6/5/2020 AM	06/09/20 10:00 BE

**Definitions:**

- MDL - method detection limit
- J - Result was below the reporting limit, but at or above the MDL
- ND - indicates that the analyte was not detected at the reporting limit
- RL - Reporting Limit (Analytical)
- D - Dilution Sample required a dilution which was used to calculate final results



**EMSL Analytical, Inc.**

3303 PARKWAY CENTER COURT, Orlando, FL 32808  
Phone/Fax: (407) 599-5887 / (407) 599-9063  
<http://www.EMSL.com> [orlandolab@emsl.com](mailto:orlandolab@emsl.com)

EMSL Order: 000000000  
CustomerID: CUST00  
CustomerPO:  
ProjectID:

Attn: **Company Contact**  
**Company Name**  
**Company Address**  
**City, ST Zip**

Phone:  
Fax:  
Received: 1/6/2021 03:00 PM  
Collected: 1/6/2021

Project: **Sample Report**

**Test Report: Toxicity Characteristic Leachate Procedure (1311/7000B)**

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
Sample #1	000000000-0001	1/6/2021	1/8/2021	<0.40 mg/L
Site: Location 1				

  
\_\_\_\_\_  
Carlos Rivadeneyra, Laboratory Director  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.  
Samples analyzed by EMSL Analytical, Inc. Orlando, FL

Initial report from 01/11/2021 09:18:29



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL ANALYTICAL, INC./LA TESTING  
5431 Industrial Drive  
Huntington Beach, CA 92649  
Michael Chapman Phone: 714-828-4999

ENVIRONMENTAL

Valid To: May 31, 2025

Certificate Number: 2845.31

In recognition of the successful completion of the A2LA evaluation process, (including an assessment of the laboratory's compliance with ISO/IEC 17025:2017 and the 2016 TNI Environmental Testing Laboratory Standard accreditation is granted to this laboratory to perform recognized EPA methods in the analyte categories identified below:

<u>Analyte</u>	<u>Potable Water</u>
Aluminum	EPA 200.8
Antimony	EPA 200.8
Arsenic	EPA 200.8
Barium	EPA 200.8
Beryllium	EPA 200.8
Boron	EPA 200.8
Cadmium	EPA 200.8
Chromium	EPA 200.8
Copper	EPA 200.8
Iron	EPA 200.8
Lead	EPA 200.8
Manganese	EPA 200.8
Mercury	EPA 245.1
Molybdenum	EPA 200.8
Nickel	EPA 200.8
pH	EPA 150.1
Selenium	EPA 200.8
Silver	EPA 200.8
Thallium	EPA 200.8
Vanadium	EPA 200.8
Zinc	EPA 200.8



# Accredited Laboratory

A2LA has accredited

## EMSL ANALYTICAL, INC/LA TESTING

Huntington Beach, CA

for technical competence in the field of

### Environmental Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories. This laboratory also meets the requirements of A2LA R206 – Environmental Testing Laboratory Accreditation Program. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).

Presented this 17<sup>th</sup> day of July 2023.



A blue ink signature of Trace McInturff, Vice President of Accreditation Services.

Mr. Trace McInturff, Vice President, Accreditation Services  
For the Accreditation Council  
Certificate Number 2845.31  
Valid to May 31, 2025

For the tests to which this accreditation applies, please refer to the laboratory's Environmental Scope of Accreditation.



**AIHA Laboratory Accreditation Programs, LLC**  
*acknowledges that*  
**LA Testing Huntington Beach**  
**5431 Industrial Drive, Huntington Beach, CA 92649**  
**Laboratory ID: LAP-101650**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	<b>INDUSTRIAL HYGIENE</b>	Accreditation Expires: September 01, 2024
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL LEAD</b>	Accreditation Expires: September 01, 2024
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL MICROBIOLOGY</b>	Accreditation Expires: September 01, 2024
<input type="checkbox"/>	<b>FOOD</b>	Accreditation Expires:
<input type="checkbox"/>	<b>UNIQUE SCOPES</b>	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Cheryl O. Morton*

Cheryl O Morton  
 Managing Director, AIHA Laboratory Accreditation Programs, LLC



# AIHA Laboratory Accreditation Programs, LLC

## SCOPE OF ACCREDITATION

### LA Testing Huntington Beach

5431 Industrial Drive, Huntington Beach, CA 92649

Laboratory ID: LAP-101650

Issue Date: 09/01/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

### Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 08/23/1994

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description <i>(for internal methods only)</i>
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



## AIHA Laboratory Accreditation Programs, LLC

*acknowledges that*

**EMSL Analytical, Inc.**

**464 McCormick Street, San Leandro, CA 94577**

**Laboratory ID: LAP-101748**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

### LABORATORY ACCREDITATION PROGRAMS

<input checked="" type="checkbox"/>	INDUSTRIAL HYGIENE	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL LEAD	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: June 01, 2024
<input type="checkbox"/>	FOOD	Accreditation Expires:
<input type="checkbox"/>	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC



# AIHA Laboratory Accreditation Programs, LLC

## SCOPE OF ACCREDITATION

**EMSL Analytical, Inc.**

464 McCormick Street, San Leandro, CA 94577

**Laboratory ID: LAP-101748**

Issue Date: 06/09/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

### Environmental Lead Laboratory Accreditation Program (ELLAP)

**Initial Accreditation Date: 02/01/2020**

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description <i>(for internal methods only)</i>
Airborne Dust	AA	NIOSH 7082	
Paint	AA	EPA SW 846 7000B	
		EPA SW-846 3050B	
Settled Dust by Wipe	AA	EPA SW 846 7000B	
		EPA SW-846 3050B	
Soil	AA	EPA SW 846 7000B	
		EPA SW-846 3050B	

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



**AIHA Laboratory Accreditation Programs, LLC**  
*acknowledges that*  
**LA Testing Huntington Beach**  
**5431 Industrial Drive, Huntington Beach, CA 92649**  
**Laboratory ID: LAP-101650**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	<b>INDUSTRIAL HYGIENE</b>	Accreditation Expires: September 01, 2024
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL LEAD</b>	Accreditation Expires: September 01, 2024
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL MICROBIOLOGY</b>	Accreditation Expires: September 01, 2024
<input type="checkbox"/>	<b>FOOD</b>	Accreditation Expires:
<input type="checkbox"/>	<b>UNIQUE SCOPES</b>	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Cheryl O. Morton*

Cheryl O Morton  
 Managing Director, AIHA Laboratory Accreditation Programs, LLC



# AIHA Laboratory Accreditation Programs, LLC

## SCOPE OF ACCREDITATION

**LA Testing Huntington Beach**  
 5431 Industrial Drive, Huntington Beach, CA 92649

**Laboratory ID: LAP-101650**  
 Issue Date: 11/15/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

### Industrial Hygiene Laboratory Accreditation Program (IHLAP)

**Initial Accreditation Date: 08/01/1981**

IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)	-	NIOSH 7400	Asbestos/Fibers
Chromatography Core	GC/MS	-	EPA TO-15	Volatile Organic Compounds
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1003	Halogenated Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1005	Methylene Chloride
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1007	Vinyl Chloride
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1400	Alcohols
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1500	Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1501	Aromatic Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1550	Naphthas
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 2000	Methanol
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 2500	Methyl Ethyl Ketone
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 2546	Cresols
Chromatography Core	Gas Chromatography	GC/FID	OSHA 109	Isopropyl alcohol
Chromatography Core	Gas Chromatography	GC/FID	OSHA 89	Styrene
Chromatography Core	Gas Chromatography	GC/FID	OSHA 91	Methyl Alcohol
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	NIOSH 1500	Volatile Organic Compounds
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	NIOSH 1501	Hydrocarbons



IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	OSHA 1001	Aromatic Hydrocarbons
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	OSHA 1014	Styrene
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6004	Sulfur Dioxide/Sulfate
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6011	Chlorine & Bromine
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6013	Hydrogen sulfide
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6016	Ammonia
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7903	Inorganic Acids
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7906	Fluorides
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7907	Volatile acids
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7908	Nonvolatile Acids (Sulfuric Acid and Phosphoric Acid)
Chromatography Core	Ion Chromatography (IC)	-	OSHA 1008	Hydrogen sulfide
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-113	Sulfuric acid
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-165SG	Acid mist
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-182	Nitrogen dioxide
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-188	Ammonia
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-214	Ozone
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-215 (Version 2)	Hexavalent Chromium
Chromatography Core	Liquid Chromatography	HPLC/UV	NIOSH 2016	Formaldehyde
Chromatography Core	Liquid Chromatography	HPLC/UV	NIOSH 2532	Glutaraldehyde
Chromatography Core	Liquid Chromatography	HPLC/UV	NIOSH 5506	Polynuclear Aromatic Hydrocarbons (PAHs)
Chromatography Core	Liquid Chromatography	HPLC/UV	OSHA 1007	Formaldehyde
Chromatography Core	Liquid Chromatography	HPLC/UV	OSHA 42	Diisocyanates in Air
Chromatography Core	Liquid Chromatography	HPLC/UV	OSHA 47	methylene bisphenyl isocyanate
Chromatography Core	Liquid Chromatography	HPLC/UV	OSHA 64	Glutaraldehyde
Miscellaneous Core	Gravimetric	-	NIOSH 0500	Particulates
Miscellaneous Core	Gravimetric	-	NIOSH 0600	Particulates
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009	Mercury
Spectrometry Core	Inductively-Coupled Plasma	ICP/AES	NIOSH 7300	Metals
Spectrometry Core	Inductively-Coupled Plasma	ICP/MS	NIOSH 7300	Metals
Spectrometry Core	Inductively-Coupled Plasma	ICP/MS	NIOSH 7303	Metals
Spectrometry Core	Inductively-Coupled Plasma	ICP/OES	EPA SW-846 6010D	Metals

Effective: 06/07/2022

Revision: 9.2

Page 2 of 3



IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Spectrometry Core	Inductively-Coupled Plasma	ICP/OES	NIOSH 9102	Metals
Spectrometry Core	UV/VIS (Colorimetric)	-	NIOSH 6010	Hydrogen Cyanide
Spectrometry Core	UV/VIS (Colorimetric)	-	NIOSH 6014	Nitric oxide and nitrogen dioxide
Spectrometry Core	UV/VIS (Colorimetric)	-	NIOSH 7600	Hexavalent Chromium
Spectrometry Core	UV/VIS (Colorimetric)	-	OSHA ID-1019	Hydrogen Peroxide
Spectrometry Core	UV/VIS (Colorimetric)	-	OSHA ID-190	Nitric Oxide
Spectrometry Core	X-ray Diffraction (XRD)	-	NIOSH 7500	Silica (Quartz, Cristobalite, Tridymite)
Spectrometry Core	X-ray Diffraction (XRD)	-	OSHA ID-142 (Version 4)	Silica (Quartz, Cristobalite, Tridymite)

A complete listing of currently accredited IHLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



## AIHA Laboratory Accreditation Programs, LLC

*acknowledges that*

**EMSL Analytical, Inc.**

**464 McCormick Street, San Leandro, CA 94577**

**Laboratory ID: LAP-101748**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

### LABORATORY ACCREDITATION PROGRAMS

<input checked="" type="checkbox"/>	INDUSTRIAL HYGIENE	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL LEAD	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: June 01, 2024
<input type="checkbox"/>	FOOD	Accreditation Expires:
<input type="checkbox"/>	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC



# AIHA Laboratory Accreditation Programs, LLC

## SCOPE OF ACCREDITATION

**EMSL Analytical, Inc.**

464 McCormick Street, San Leandro, CA 94577

Laboratory ID: LAP-101748

Issue Date: 05/01/2023

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

### Industrial Hygiene Laboratory Accreditation Program (IHLAP)

**Initial Accreditation Date: 02/01/2017**

IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)	-	NIOSH 7400	Asbestos/Fibers
Miscellaneous Core	Gravimetric	-	NIOSH 0500	Total Particulates
Miscellaneous Core	Gravimetric	-	NIOSH 0600	Respirable Particulates
Spectrometry Core	Inductively-Coupled Plasma	ICP/OES	NIOSH 7303	Metals
Spectrometry Core	X-ray Diffraction (XRD)	-	NIOSH 7500	Silica (Quartz, Cristobalite, Tridymite)

A complete listing of currently accredited IHLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF  
ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

**LA Testing**

**Huntington Beach, CA**

5431 Industrial Drive

Huntington Beach, CA 92649 USA

Scope of the certificate is limited to the  
"Fields of Accreditation"  
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1406**

Effective Date: **2/1/2024**

Expiration Date: **1/31/2026**

A handwritten signature in blue ink, appearing to read "Christine Sotelo".

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Program Manager  
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Fields of Accreditation**



**LA Testing**

Huntington Beach, CA  
5431 Industrial Drive  
Huntington Beach, CA 92649 USA  
Phone: 7148284999

**Certificate Number: 1406  
Expiration Date: 1/31/2026**

**Field of Accreditation:102 - Inorganic Chemistry of Drinking Water**

102.015	001	Hydrogen Ion (pH)	EPA 150.1
102.020	001	Turbidity	EPA 180.1

**Field of Accreditation:103 - Toxic Chemical Elements of Drinking Water**

103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8
103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	017	Boron	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.160	001	Mercury	EPA 245.1

**Field of Accreditation:114 - Inorganic Constituents in Hazardous Waste**

114.315	002	Antimony	EPA 6010 B
114.315	003	Arsenic	EPA 6010 B
114.315	004	Barium	EPA 6010 B
114.315	005	Beryllium	EPA 6010 B
114.315	007	Cadmium	EPA 6010 B
114.315	009	Chromium	EPA 6010 B
114.315	010	Cobalt	EPA 6010 B
114.315	011	Copper	EPA 6010 B
114.315	013	Lead	EPA 6010 B
114.315	016	Molybdenum	EPA 6010 B
114.315	017	Nickel	EPA 6010 B

As of 2/1/2024, this list supersedes all previous lists for this certificate number.  
Customers: Please verify the current accreditation standing with the State.

**LA Testing****Certificate Number:** 1406**Expiration Date:** 1/31/2026

114.315	019	Selenium	EPA 6010 B
114.315	020	Silver	EPA 6010 B
114.315	023	Thallium	EPA 6010 B
114.315	026	Vanadium	EPA 6010 B
114.315	027	Zinc	EPA 6010 B
114.515	001	Lead	EPA 7420
114.535	001	Mercury	EPA 7471 A

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**Field of Accreditation:**115 - Leaching/Extraction Tests and Physical Characteristics of Hazardous Waste

115.135	001	Corrosivity - pH Determination	EPA 9045 C
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**Field of Accreditation:**121 - Bulk Asbestos Analysis of Hazardous Waste

121.010	001	Bulk Asbestos	EPA 600/M4-82-020
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**Field of Accreditation:**130 - Inorganic constituents in Hazardous waste (Matrix Aqueous)

130.250	001	Mercury	EPA 7470 A
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STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF  
ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

**EMSL Analytical, Inc.**

8145 Ronson Road

San Diego, CA 92111

Scope of the certificate is limited to the  
"Fields of Accreditation"  
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2713**

Effective Date: **10/1/2023**

Expiration Date: **9/30/2025**

A handwritten signature in blue ink, appearing to read "Christine Sotelo".

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Program Manager  
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Fields of Accreditation**



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**EMSL Analytical, Inc.**

8145 Ronson Road  
San Diego, CA 92111  
Phone: 8002203675

**Certificate Number: 2713  
Expiration Date: 9/30/2025**

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**Field of Accreditation:**121 - Bulk Asbestos Analysis of Hazardous Waste

121.010 001 Bulk Asbestos

EPA 600/M4-82-020

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STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF  
ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

**EMSL Analytical Inc.**

**San Leandro, CA**

464 McCormick Street

San Leandro, CA 94577

Scope of the certificate is limited to the  
"Fields of Accreditation"  
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,  
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1620**

Effective Date: **7/1/2022**

Expiration Date: **6/30/2024**

A handwritten signature in blue ink, appearing to read "Christine Sotelo".

Sacramento, California  
subject to forfeiture or revocation

Christine Sotelo, Program Manager  
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Fields of Accreditation**



**EMSL Analytical Inc.**  
San Leandro, CA  
464 McCormick Street  
San Leandro, CA 94577  
Phone: 5108953675

**Certificate Number: 1620**  
**Expiration Date: 6/30/2024**

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**Field of Accreditation:103 - Toxic Chemical Elements of Drinking Water**

103.300	001	Asbestos	EPA 100.1
103.301	001	Asbestos	EPA 100.2

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**Field of Accreditation:114 - Inorganic Constituents in Hazardous Waste**

114.365	011	Lead	EPA 7000 B
114.515	001	Lead	EPA 7420

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**Field of Accreditation:115 - Leaching/Extraction Tests and Physical Characteristics of Hazardous Waste**

115.055	001	Waste Extraction Test (WET)	CCR Chapter11, Article 5, Ap
115.085	001	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311
115.095	001	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312

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**Field of Accreditation:121 - Bulk Asbestos Analysis of Hazardous Waste**

121.010	001	Bulk Asbestos	EPA 600/M4-82-020
121.020	001	Bulk Asbestos	EPA 600/R-93-116

United States Department of Commerce  
National Institute of Standards and Technology



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# Certificate of Accreditation to ISO/IEC 17025:2017

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NVLAP LAB CODE: 101384-0

**LA Testing-Huntington Beach**  
Huntington Beach, CA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

## **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-07-01 through 2024-06-30

Effective Dates

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A handwritten signature in blue ink that reads 'Peter S. Landon'.

For the National Voluntary Laboratory Accreditation Program

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**LA Testing-Huntington Beach**

5431 Industrial Drive  
Huntington Beach, CA 92649  
Mr. Christopher Miranda  
Phone: 714-828-4999  
Email: cmiranda@latesting.com  
<http://www.latesting.com>

**ASBESTOS FIBER ANALYSIS**

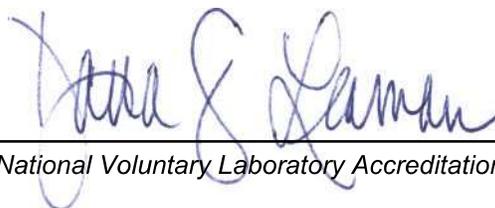
**NVLAP LAB CODE 101384-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce  
National Institute of Standards and Technology



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# Certificate of Accreditation to ISO/IEC 17025:2017

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NVLAP LAB CODE: 200855-0

**EMSL Analytical, Inc.**  
San Diego, CA

is accredited by the *National Voluntary Laboratory Accreditation Program* for specific services,  
listed on the *Scope of Accreditation*, for:

## **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-10-01 through 2024-09-30

*Effective Dates*



A handwritten signature in blue ink, appearing to read 'John S. Lamm'.

*For the National Voluntary Laboratory Accreditation Program*

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**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**EMSL Analytical, Inc.**

8145 Ronson Road  
Suite B  
San Diego, CA 92111  
Riva Alger  
Phone: 858-499-1303  
Email: ralger@emsl.com  
<http://www.emsl.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 200855-0**

**Bulk Asbestos Analysis**

**Code**

**Description**

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

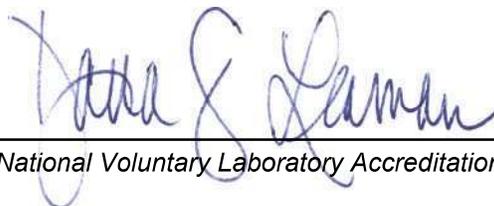
**Airborne Asbestos Analysis**

**Code**

**Description**

18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



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*For the National Voluntary Laboratory Accreditation Program*

United States Department of Commerce  
National Institute of Standards and Technology



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# Certificate of Accreditation to ISO/IEC 17025:2017

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NVLAP LAB CODE: 101048-3

**EMSL Analytical, Inc.**  
San Leandro, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

## **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

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2024-01-23 through 2024-06-30

Effective Dates

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A handwritten signature in blue ink, appearing to read 'Peter S. Lander'.

For the National Voluntary Laboratory Accreditation Program

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**EMSL Analytical, Inc.**

464 McCormick St.  
San Leandro, CA 94577  
Oscar Merino  
Phone: 510-895-3675  
Email: omerino@emsl.com  
<http://www.emsl.com>

**ASBESTOS FIBER ANALYSIS**

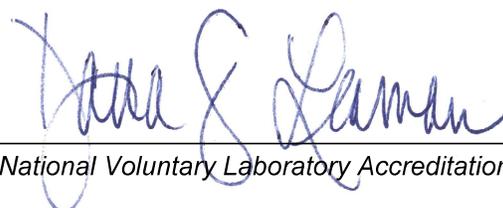
**NVLAP LAB CODE 101048-3**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



*For the National Voluntary Laboratory Accreditation Program*