



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 763-2007**

**PROVISION OF LABORATORY TESTING - NEWPCC**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	3
B7. Bid	3
B8. Prices	4
B9. Sample pickup and delivery	4
B10. Qualification	5
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	7

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2

#### Submissions

D6. Authority to Carry on Business	3
D7. Insurance	3

#### Control of Work

D8. Commencement	3
D9. Orders	4
D10. Records	4

#### Measurement and Payment

D11. Invoices	4
D12. Payment	5
D13. Purchasing Card	5

### PART E - SPECIFICATIONS

#### General

E1. General	1
E2. Services	1
E3. Turn Around Time	14

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF LABORATORY TESTING - NEWPCC

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 3, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.1.2 Prices on Form B: Prices shall include the cost of samples bottles, sample preparation and analysis.

B8.2 The Bidder shall state the surcharge for rush analysis as a percentage or unit price. The unit price shall be the additional cost, over and above, the unit price for the related lab test.

B8.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B9. SAMPLE PICKUP AND DELIVERY**

B9.1 The Bidder shall indicate, for Item 20 on Form B: Prices, with a yes/no if, as an alternative to B10.3(d), they will pickup samples and deliver sample bottles to a location chosen by the City, specifically at 2230 Main Street. If the bidder cannot pickup and deliver to 2230 Main Street, as indicated with a No or does not respond to Item 20, then a price of nine thousand and nine hundred dollars (\$9,900) will be added to the Total Bid Price. This price is an estimate based on current technician salary, travel time, fuel costs, and operating lease.

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have a local drop off location where test samples will be delivered and prepared sample bottles will be picked up by City of Winnipeg employees or arrangement made in accordance with B9.1.;
  - (e) be accredited to ISO:17025;2005, General Requirements for the Competence of Testing and Calibration Laboratories by the following body;
    - (i) CAEAL (Canadian Association of Environmental Analytical Laboratories); **OR**
    - (ii) Standard Council of Canada.
  - (f) have employees with a degree or diploma in a science related field, perform the analysis.
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 Further to B14.4 for Bidders who indicate No or do not respond to Item 20, \$9900.00 will be added to their Total Bid Price.

B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

**B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Laboratory Testing for the period of July 1, 2008 to June 30, 2009, with the option of two (2) mutually agreed upon one (1) year extensions and shall include:

- (a) shipping costs (if any) shall be covered by the Contractor;
- (b) cut off time for the testing process to be started on the same day shall be stated to the Contract Administrator and must remain consistent throughout the Contract;
- (c) a local drop off location where samples will be delivered by City of Winnipeg employees and prepared sample bottles shall be picked up or samples will be picked up from 2230 Main Street by the Contractor and samples bottles dropped off at same location or arrangement made in accordance with B9.1.
  - (i) Contractor will be responsible for samples from the time they take possession from the agreed upon location;
  - (ii) Contractor will be responsible for prepared sample bottles until a City of Winnipeg employee takes possession from the agreed upon location;
- (d) detailed reports;
- (e) Detailed and summarized invoices.

D2.2 Notwithstanding D2.1, the city may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**cfu/mL**" means colony forming units per millilitre;
- (b) "**cfu/100mL**" means colony forming units per 100 millilitres;
- (c) "**E. coli**" means Escherichia coliform.
- (d) "**MDL**" means method detection limit;
- (e) "**mg/kg**" means milligrams per kilogram;
- (f) "**mg/L**" means milligrams per litre;
- (g) "**MPN**" means most probable number;
- (h) "**MPNU/100mL**" means most probable number units per 100 millilitres;
- (i) "**ng/L**" means nanograms per litre;

- (j) "**pg/L**" means picograms per litre;
- (k) "**pg/mL**" means picograms per millilitre;
- (l) "**Positive**" means a coliform result of greater than one (1);
- (m) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (n) "**Weekend Day**" means a Sunday or a Statutory holiday;
- (o) "**µg/L**" means micrograms per litre;
- (p) "**/100L**" means per 100 litres;
- (q) "**open water season**" means the period beginning in spring when all the ice on the surface waters are melted until the time when ice has started to form on the surface waters where the City conducts its sampling. Typically approximately seven (7) months duration.

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**Working Day**" means and Calendar Day other than Sunday or a Statutory holiday.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Steve Fletcher  
Supervisor of Analytical Services  
Water and Waste Department  
Environmental Standards Division  
2230 Main Street

Telephone No. (204) 986-4752  
Facsimile No. (204) 986-4809

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

### **SUBMISSIONS**

#### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **D7. INSURANCE**

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Commercial general liability insurance in the amount of at least two million dollars (\$2,000,000) inclusive, with The City of Winnipeg added as an additional insured; said commercial general liability insurance to include a cross-liability clause (otherwise known as Severability of Interest), contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Professional liability or Errors and Omissions liability insurance in the amount of at least one million dollars (\$1,000,000) per claim to remain in place at all times during the performance of the Work and throughout the warranty period;
- (c) If required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two millions dollars (\$2,000,000) ; said insurance to remain in place at times during the performance of the Work;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate or certificates of insurance at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.4 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D7.5 The Contractor shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect.

D7.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting;
- (c) the Contractor has informed the Contract Administrator of the cut off time for the testing process to be started on the same day; and
- (d) the Contractor has informed the Contract Administrator of the location for pick and delivery of samples and bottles or arrangement made in accordance with B9.1.

D8.3 The Contractor shall provide a summary of the scope of testing, sample requirements and all quality assurance and quality control measures taken to Contract Administrator upon request.

D8.4 The Contractor shall supply the Contract Administrator with a list of employees who may be conducting the work, along with their qualifications.

#### **D9. ORDERS**

D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D9.1.1 Orders placed for prepared sample bottles shall be ready for pick by the next Calendar Day.

#### **D10. RECORDS**

D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

### **MEASUREMENT AND PAYMENT**

#### **D11. INVOICES**

D11.1 Further to C11, the Contractor shall submit monthly invoices for all Work performed during the previous calendar month.

D11.2 Further to C22.2, the Contractor shall submit a hard copy and electronic copy of invoices to the Water & Waste Department, 2230 Main Street, Supervisor of Analytical Services.

D11.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) reference to the contract number;
- (c) date(s) of provision of services;
- (d) location at which service was provided;
- (e) type and quantity of services provided;
- (f) summary of type and quantity of services provided (total of each item) using the test descriptors as listed in the City's contract.
- (g) the amount payable with GST and MRST shown as separate amounts; and
- (h) the Contractor's GST registration number.

D11.4 The City will bear no responsibility for delays in approval of invoices, which are improperly submitted.

#### **D12. PAYMENT**

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D13. PURCHASING CARD**

D13.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall supply Laboratory Testing in accordance with the requirements hereinafter specified.

E2.2 All tests shall be done according to Environmental Protection Agency (EPA) method or 21<sup>st</sup> Standards Methods for the Examination of Water and Wastewater, or method agreed upon between Contract Administrator and Contractor.

E2.3 Each test that is not conducted, through human, instrument, or other error shall be reported as "No Result" or "Not Analyzed" with a corresponding explanation stated. In these cases, the City will not be charged for the sample preparation unless the prepared sample is analyzed for other parameters nor shall they be charged for testing that is not performed.

E2.4 Test results shall be available on the web site, with an electronic copy e-mailed to the specified address. A hard copy shall be made available upon request and an electronic readable format such as Microsoft Excel, also available upon request.

E2.5 The Contractor shall supply all the bottles required for the testing in a "ready to use" condition and have them available for pick-up by the City from the same location at the drop-off location or have the samples delivered to a location agreed upon between the Contract Administrator and Contractor.

E2.6 The Contractor will supply the City with directions and precautions and Material Safety Data Sheets, when reagents, preservatives, or special handling is required as part of the sampling protocol.

E2.7 The Contractor shall accept delivery of samples on Saturdays or Sundays and statutory holidays.

E2.8 Emergency and bacteriological testing shall commence within 24 hours of sample delivery.

E2.9 The Contractor shall have a contact person(s) and phone number that the City can contact at anytime for emergency purposes.

**E2.10 Section A, Water Quality Routine, consists of;**

**(a) Item 1 a, Taste and Odour Compound shall:**

- (i) consist of approximately eighty (80) samples annually;
- (ii) consist of three to six (3-6) water samples submitted with each sampling period, occurring more frequently during "open water season".
- (iii) have tests performed according to the following parameters:

<b>Item 1 a Taste &amp; Odour Compound</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
2-isopropyl-3-methoxypyrazine	pg/mL	2
2-isobutyl-3-methoxypyrazine	pg/mL	2
2-methylisoborneol	pg/mL	10
2,4,6-trichloroanisole	pg/mL	2
2,3,6-trichloroanisole	pg/mL	2
geosmin	pg/mL	1
3,4,5-trichloroveratrole	pg/mL	2

**(b) Item 2 a, MTBE shall:**

- (i) consist of approximately twelve to twenty (12-20) samples annually;
- (ii) consist of three to five (3-5) water samples submitted quarterly;
- (iii) have tests performed according to the following parameters:

<b>Item 2 a MTBE</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
MTBE	mg/L	0.001

**(c) Item 3 a, NDMA shall:**

- (i) consist of approximately twelve to twenty (12-20) samples annually;
- (ii) consist of three to five (3-5) water samples submitted quarterly;
- (iii) have tests performed according to the following parameters:

<b>Item 3 a NDMA</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
NDMA	µg/L	0.001

**(d) Item 4 a, Microcystin LR shall:**

- (i) consist of approximately sixty (60) routine and irregular samples annually;
- (ii) occur more frequently during the summer months (April to October);
- (iii) have tests performed according to the following parameters:

<b>Item 4 a MICROCYSTIN LR</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Microcystin LR	µg/L	0.2

**(e) Item 5 a, Total Mercury in Water shall:**

- (i) consist of approximately fifty six (56) samples annually;
- (ii) consist of fourteen (14) water samples submitted quarterly;

- (iii) have a minimum of six (6) sample bottles, pre-cleaned and available within eight (8) hours notice;
- (iv) have tests performed according to the following parameters:

Item 5 a	MERCURY ANALYSIS	
Parameters	Units	MDL
Total Mercury in water	ng/L	0.5

- (f) **Item 6 a, Chloride** shall:
  - (i) consist of approximately four (4) samples annually;
  - (ii) consist of one water sample submitted quarterly;
  - (iii) have tests performed according to the following parameters:

Item 6 a	CHLORIDE	
Parameters	Units	MDL
Chloride	mg/L	5

**E2.11 Section B, Microbiological Analysis**, consists of;

- (a) **Item 7, Escherichia Coliform** shall:
  - (i) consist of approximately seven hundred (700) samples annually;
  - (ii) consist of eight to ten (8-10) water samples submitted five (5) times a week from May to September;
  - (iii) have test performed according to the following parameters:

Item 7	E. Coli by Quantitray	
Parameters	Units	MDL
Escherichia Coliform by Quantitray	MPNU/100 mL	<1

- (b) **Item 8, Total Coliform by Quantitray** shall:
  - (i) consist of approximately seven hundred (700) samples annually;
  - (ii) consist of eight to ten (8-10) water samples submitted five (5) times a week from May to September;
  - (iii) have test performed according to the following parameters:

Item 8	Total Coliform by Quantitray	
Parameters	Units	MDL
Total Coliform by Quantitray	MPNU/100 mL	<1

(c) **Item 9, Heterotrophic Plate Count** shall:

- (i) consist of approximately seven hundred (700) samples from the water main flushing program annually;
- (ii) consist of eight to ten (8-10) water samples submitted five (5) times a week from May to September;
- (iii) have test performed according to the following parameters:

Item 9	Heterotrophic Plate Count	
Parameters	Units	MDL
Heterotrophic Plate Count	CFU/mL	<1

(d) **Item 10, Fecal Coliform, wastewater** shall:

- (i) consist of approximately one thousand six hundred (1600) wastewater samples annually;
- (ii) consist of three (3) wastewater effluent samples submitted daily;
- (iii) consist of eight to eleven (8 to11) river or stream samples submitted biweekly and during "open water season";
- (iv) consist of approximately eighty (80) industrial waste samples submitted irregularly;
- (v) have tests performed according to the following parameters:

Item 10	Fecal Coliform, wastewater	
Parameters	Units	MDL
Fecal Coliform by MPNU to endpoint	MPNU/100 mL	<2

- (vi) be reported as a numerical value up to a maximum value which can then be reported as a greater than (>) value. The greater than value must be agreed upon by the Contract Administrator.

(e) **Item 11, Escherichia Coliform (E. Coli), wastewater** shall:

- (i) consist of approximately one thousand seven hundred and fifty (1750) samples annually;
- (ii) consist of three (3) wastewater effluent samples submitted daily and one (1) activated sludge sample submitted three (3) times per week and;
- (iii) consist of eight to eleven (8 to11) river or stream samples submitted biweekly and during "open water season" and;
- (iv) consist of approximately eighty (80) industrial waste samples submitted irregularly;
- (v) have tests performed according to the following parameters:

Item 11	E. Coli., wastewater	
Parameters	Units	MDL
Escherichia Coliform by MPNU to endpoint	MPNU/100 mL	<2

- (vi) be reported as a numerical value up to a maximum value which can then be reported as a greater than (>) value. The greater than value must be agreed upon by the Contract Administrator.

(f) **Item 12, Total Coliform, wastewater shall:**

- (i) consist of approximately eighty (80) industrial waste samples submitted irregularly;
- (ii) have tests performed according to the following parameters:

Item 12	Total Coliform , wastewater	
Parameters	Units	MDL
Total Coliform by MPNU to endpoint	MPNU/100 mL	<2

- (iii) be reported as a numerical value up to a maximum value which can then be reported as a greater than (>) value. The greater than value must be agreed upon by the Contract Administrator.

(g) **Item 13, Weekend Surcharge shall:**

- (i) consist of fifty-two (52) Saturdays and/or Sundays and six (6) Statutory holidays that samples are submitted by the City and analysis started by the Contractor.
- (ii) normally consists of three to seven (3 to 7) wastewater samples submitted for Fecal Coliform and E. Coli. by MPNU to endpoint.

(h) **Item 14 a, Total Mercury shall;**

- (i) consist of twenty-six (26) dewatered sludge samples annually;
- (ii) consist of one (1) sample submitted biweekly;
- (iii) have tests performed according to the following parameters:

Item 14 a	MERCURY ANALYSIS	
Parameters	Units	MDL
Total Mercury in Dewatered Sludge	mg/kg dry basis	0.2
Moisture Content	%	0.2

(i) **Item 15, Total Oil and Grease shall;**

- (i) consist of approximately twenty (20) Industrial Waste samples annually for Total Oil and Grease;
- (ii) consist of approximately five (5) Industrial Waste samples annually analyzed for Mineral Oil and Grease;
- (iii) have tests performed according to the following parameters:

Item 15	OIL AND GREASE	
Parameters	Units	MDL
Total Oil and Grease by IR	mg/L	1
Mineral Oil and Grease by IR	mg/L	1

- (j) **Item 16 a, Trace Organics** shall;
- (i) consist of approximately twenty (20) Industrial Waste samples annually;
  - (ii) consist of approximately five (5) Special Waste samples annually;
  - (iii) have tests performed according to the following parameters:

<b>Item 16 a</b>		
<b>TRACE ORGANICS</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Benzene	mg/L	0.01
Toluene	mg/L	0.01
EthylBenzene	mg/L	0.01
Xylene	mg/L	0.02
Total Volatile Hydrocarbons	mg/L	0.1
Total Extractable Hydrocarbons	µg/L	100

- (k) **Item 17, Biochemical Oxygen Demand** shall;
- (i) consist of approximately twenty (20) Industrial Waste samples annually ;
  - (ii) have seed supplied by the City of Winnipeg, Water and Waste Department;
  - (iii) have tests performed according to the following parameters:

<b>Item 17</b>		
<b>BOD 5 (seeded)</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
BOD	mg/L	4

- (l) **Item 18, Total Suspended Solids** shall;
- (i) consist of approximately twenty (20) Industrial Waste samples annually;
  - (ii) consists of one (1) or two (2) samples per month;
  - (iii) have tests performed according to the following parameters:

<b>Item 18</b>		
<b>Total Suspended Solids</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Total Suspended Solids	mg/L	8

- (m) **Item 19, pH** shall;
- (i) consist of approximately twenty (20) Industrial Waste samples annually;
  - (ii) consists of one (1) or two (2) samples per month;
  - (iii) have tests performed according to the following parameters:

<b>Item 19</b>		
<b>pH</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
pH by electrochemical method	units	0.02

E2.12 Section C, Schedule A Testing, consists of;

(a) **Item 21 (a) to (i)** shall:

- (i) consist of twenty-four (24) samples;
- (ii) consist of six (6) samples submitted on a quarterly basis;
- (iii) have tests performed according to the following parameters:

<b>Item 21 a</b>		
<b>Miscellaneous Compounds</b>		
<b>Individual Parameters</b>	<b>Units</b>	<b>MDL</b>
Mercury (Hg)-Total	ng/L	0.5
Chromium, Hexavalent	mg/L	0.001
Toxaphene	mg/L	0.001
Phenols (4AAP)	mg/L	0.002
Tetraethyllead (Pb)	mg/L	0.00004
Tributyl Tin	mg/L	0.00004
Total Oil and Grease	mg/L	1

<b>Item 21 b</b>		
<b>Volatile Organics</b>		
<b>Individual Parameters</b>	<b>Units</b>	<b>MDL</b>
1,1,1,2-Tetrachloroethane	ug/L	0.5
1,1,2,2-Tetrachloroethane	ug/L	0.5
1,1,1-Trichloroethane	ug/L	0.5
1,1,2-Trichloroethane	ug/L	0.5
1,2-Dibromoethane	ug/L	0.5
1,1-Dichloroethane	ug/L	0.5
1,1-Dichloroethylene	ug/L	0.5
1,2-Dichlorobenzene	ug/L	0.5
1,2-Dichloroethane	ug/L	0.5
1,2-Dichloropropane	ug/L	0.5
1,3-Dichlorobenzene	ug/L	0.5
1,4-Dichlorobenzene	ug/L	0.5
2-Hexanone	ug/L	20
Acetone	ug/L	20
Benzene	ug/L	0.5
Bromodichloromethane	ug/L	0.5
Bromoform	ug/L	0.5
Bromomethane	ug/L	1
Carbon Disulfide	ug/L	0.5
Carbon tetrachloride	ug/L	0.5
Chlorobenzene	ug/L	0.5
Chloroethane	ug/L	1
Chloroform	ug/L	0.5
Chloromethane	ug/L	1
cis-1,2-Dichloroethylene	ug/L	0.5
cis-1,3-Dichloropropene	ug/L	0.5
Dibromochloromethane	ug/L	0.5
Dichlorodifluoromethane	ug/L	1
Dichloromethane	ug/L	0.5
Ethyl Benzene	ug/L	0.5
m+p-Xylenes	ug/L	1

<b>Item 21 b Volatile Organics continued</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Methyl Ethyl Ketone	ug/L	20
Methyl Isobutyl Ketone	ug/L	20
MTBE	ug/L	0.5
o-Xylene	ug/L	0.5
Styrene	ug/L	0.5
Tetrachloroethylene	ug/L	0.5
Toluene	ug/L	0.5
trans-1,2-Dichloroethylene	ug/L	0.5
trans-1,3-Dichloropropene	ug/L	0.5
Trichloroethylene	ug/L	0.5
Trichlorofluoromethane	ug/L	1
Trihalomethanes (total)	ug/L	2
Vinyl chloride	ug/L	0.5
Xylenes (Total)	ug/L	1.5
1,2-Dichloroethane d4	%	
Toluene-d8	%	
4-Bromofluorobenzene	%	

<b>Item 21 c Target Compounds by GC/MS</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Octachlorostyrene	mg/L	0.005
4,4'-Methylenebis(2-chloroaniline)	mg/L	0.005
Dinitropyrene	mg/L	2
2-Fluorobiphenyl	%	
p-Terphenyl d14	%	

<b>Item 21 d Phenoxyacid Herbicides by GC/MS</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
2,4,5-TP	ug/L	0.5
MCPA	ug/L	0.5
Mecoprop	ug/L	0.5
2,4,5-T	ug/L	0.5
2,4-D	ug/L	0.5
Bromoxynil	ug/L	0.5
Dicamba	ug/L	0.5
Dinoseb	ug/L	0.5
Picloram	ug/L	0.5
2,4-Dichlorophenylacetic Acid	%	

<b>Item 21 e</b>		<b>Pesticides, Organochlorine</b>	
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>	
Aldrin	ug/L	1	
a-chlordane	ug/L	10	
g-chlordane	ug/L	10	
alpha-BHC	ug/L	1	
beta-BHC	ug/L	1	
delta-BHC	ug/L	1	
o,p-DDD	ug/L	10	
pp-DDD	ug/L	10	
o,p-DDE	ug/L	10	
pp-DDE	ug/L	10	
op-DDT	ug/L	10	
pp-DDT	ug/L	10	
Dieldrin	ug/L	10	
alpha-Endosulfan	ug/L	25	
beta-Endosulfan	ug/L	10	
Endosulfan Sulfate	ug/L	10	
Endrin	ug/L	10	
Endrin Aldehyde	ug/L	10	
Heptachlor	ug/L	1	
Heptachlor Epoxide	ug/L	10	
Lindane	ug/L	1	
Methoxychlor	ug/L	10	
Mirex	ug/L	10	
Oxychlordane	ug/L	10	
2-Fluorobiphenyl	%		
d14-Terphenyl	%		

<b>Item 21 f</b>		<b>PCB</b>	
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>	
Aroclor 1016	mg/L	0.00005	
Aroclor 1221	mg/L	0.00005	
Aroclor 1232	mg/L	0.00005	
Aroclor 1242	mg/L	0.00005	
Aroclor 1248	mg/L	0.00005	
Aroclor 1254	mg/L	0.00005	
Aroclor 1260	mg/L	0.00005	
Aroclor 1262	mg/L	0.00005	
Aroclor 1268	mg/L	0.00005	
Total PCBs	mg/L	0.0001	

<b>Item 21 g</b>		<b>Dioxins and Furans</b>	
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>	
2378 TeCDD	pg/L	0.6	
12378 PeCDD	pg/L	0.3	
123478 HxCDD	pg/L	0.2	
123678 HxCDD	pg/L	0.2	
123789 HxCDD	pg/L	0.2	
1234678 HpCDD	pg/L	0.3	
OCDD	pg/L	0.2	
Total TCDD	pg/L	0.6	
Total PeCDD	pg/L	0.3	
Total HxCDD	pg/L	0.2	
Total HpCDD	pg/L	0.3	
Total PCDDs	pg/L	0.6	
2378 TeCDF	pg/L	0.3	
12378 PeCDF	pg/L	0.3	
23478 PeCDF	pg/L	0.2	
123478 HxCDF	pg/L	0.4	
123678 HxCDF	pg/L	0.5	
123789 HxCDF	pg/L	0.5	
234678 HxCDF	pg/L	0.5	
1234678 HpCDF	pg/L	0.2	
1234789 HpCDF	pg/L	0.2	
OCDF	pg/L	0.3	
Total TCDF	pg/L	0.3	
Total PeCDF	pg/L	0.3	
Total HxCDF	pg/L	0.5	
Total HpCDF	pg/L	0.2	
Total PCDFs	pg/L	0.5	
Total TEQ (ND=0) (WHO Calc)	pg/L		
Total TEQ (ND=0.5DL) (WHO Calc)	pg/L		
Total TEQ (ND=DL) (WHO Calc)	pg/L		
13C12 2378 TeCDD	%		
13C12 12378 PeCDD	%		
13C12 123478 HxCDD	%		
13C12 123678 HxCDD	%		
13C12 1234678 HpCDD	%		
13C12 OCDD	%		
13C12 2378 TeCDF	%		
13C12 12378 PeCDF	%		
13C12 23478 PeCDF	%		
13C12 123478 HxCDF	%		
13C12 123678 HxCDF	%		
13C12 234678 HxCDF	%		
13C12 123789 HxCDF	%		
13C12 1234678 HpCDF	%		
13C12 1234789 HpCDF	%		
37C14 2378 TeCDD	%		

<b>Item 21 h</b>		<b>EPA 8270 Extractables</b>	
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>	
1-Chloronaphthalene	ug/L	0.4	
1-Methylnaphthalene	ug/L	0.4	
1,2-Dichlorobenzene	ug/L	0.4	
1,2,3-Trichlorobenzene	ug/L	0.4	
1,2,4-Trichlorobenzene	ug/L	0.4	
1,3-Dichlorobenzene	ug/L	0.4	
1,4-Dichlorobenzene	ug/L	0.4	
2-Chloronaphthalene	ug/L	0.4	
2-Chlorophenol	ug/L	0.3	
2-Methylnaphthalene	ug/L	0.4	
2-Methylphenol	ug/L	0.5	
2-Nitrophenol	ug/L	0.5	
2,3,4-Trichlorophenol	ug/L	0.5	
2,3,4,5-Tetrachlorophenol	ug/L	0.5	
2,3,4,6-Tetrachlorophenol	ug/L	0.5	
2,3,5-Trichlorophenol	ug/L	0.5	
2,3,5,6-Tetrachlorophenol	ug/L	0.5	
2,4-Dichlorophenol	ug/L	0.3	
2,4-Dimethylphenol	ug/L	0.5	
2,4-Dinitrophenol	ug/L	1	
2,4-Dinitrotoluene	ug/L	0.4	
2,4,5-Trichlorophenol	ug/L	0.5	
2,4,6-Trichlorophenol	ug/L	0.5	
2,6-Dichlorophenol	ug/L	0.5	
2,6-Dinitrotoluene	ug/L	0.4	
3,3'-Dichlorobenzidine	ug/L	0.4	
3&4-Methylphenol	ug/L	0.5	
4-Bromophenyl phenyl ether	ug/L	0.4	
4-Chloro-3-methylphenol	ug/L	0.5	
4-Chloroaniline	ug/L	0.4	
4-Chlorophenyl phenyl ether	ug/L	0.4	
4-Nitrophenol	ug/L	0.5	
4,6-Dinitro-2-methylphenol	ug/L	2	
5-Nitroacenaphthene	ug/L	0.4	
Acenaphthene	ug/L	0.2	
Acenaphthylene	ug/L	0.2	
Anthracene	ug/L	0.2	
Benzo(a)anthracene	ug/L	0.2	
Benzo(a)pyrene	ug/L	0.01	
Benzo(b)fluoranthene	ug/L	0.2	
Benzo(ghi)perylene	ug/L	0.2	
Benzo(k)fluoranthene	ug/L	0.2	
Biphenyl	ug/L	0.4	

<b>Item 21 h EPA 8270 Extractables continued</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Bis(2-chloroethoxy)methane	ug/L	0.4
Bis(2-chloroethyl)ether	ug/L	0.4
Bis(2-chloroisopropyl)ether	ug/L	0.4
Bis(2-ethylhexyl)phthalate	ug/L	2
Butylbenzyl phthalate	ug/L	0.4
Camphene	ug/L	0.4
Chrysene	ug/L	0.2
Cresols (total)	ug/L	1
Di-n-butylphthalate	ug/L	2
Di-n-octylphthalate	ug/L	0.4
Dibenzo(a,h)anthracene	ug/L	0.2
Diethylphthalate	ug/L	0.2
Dimethylphthalate	ug/L	0.2
Diphenyl ether	ug/L	0.4
Diphenylamine	ug/L	0.4
Fluoranthene	ug/L	0.2
Fluorene	ug/L	0.2
Hexachlorobenzene	ug/L	0.04
Hexachlorobutadiene	ug/L	0.2
Hexachlorocyclopentadiene	ug/L	0.4
Hexachloroethane	ug/L	0.4
Indeno(1,2,3-cd)pyrene	ug/L	0.2
Indole	ug/L	0.4
Isophorone	ug/L	0.4
N-Nitroso-di-n-propylamine	ug/L	0.4
Naphthalene	ug/L	0.2
Nitrobenzene	ug/L	0.4
Pentachlorophenol	ug/L	0.5
Perylene	ug/L	0.2
Phenanthrene	ug/L	0.2
Phenol	ug/L	0.5
Pyrene	ug/L	0.2
2-Fluorobiphenyl	%	
2,4,6-Tribromophenol	%	
Nitrobenzene d5	%	
p-Terphenyl d14	%	
Phenol d5	%	

<b>Item 21 i Nonylphenols and Nonylphenol Ethoxylates</b>		
<b>Parameters</b>	<b>Units</b>	<b>MDL</b>
Nonylphenols	µg/L	100
Nonylphenol Monoethoxylates	µg/L	500
Nonylphenol Diethoxylates	µg/L	1200
Nonylphenol Triethoxylates	µg/L	2000
t-Octylphenol	µg/L	2
t-Octylphenol Monoethoxylate	µg/L	10
t-Octylphenol Diethoxylate	µg/L	50
t-Octylphenol Triethoxylate	µg/L	200

- (b) **Item 22, Schedule A Testing shall include all items from 21a to 21 I;**
- (c) **Item 23, Trout Bioassay Test shall:**
  - (i) consist of twelve (12) samples annually;
  - (ii) consist of three (3) – 20 L wastewater effluent samples submitted quarterly, along with Item 21a to 21i
  - (iii) have tests performed according to the following parameters:

<b>Trout Bioassay</b>			
<b>Parameters</b>		<b>Units</b>	<b>MDL</b>
<b>Item 23</b>	Trout Bioassay- Acute, 96 hour, Static, LC50	%	Pass/Fail

- E2.13 Surcharge for rush analysis (Items 1a, 2a, 3a, 4a, 5a, 14a and 16a) shall:
- (a) be a fixed cost or percentage, for the duration of the Contract;
  - (b) include preliminary or unofficial test results with the mutual understanding that the final or official results may differ;
  - (c) include notification to the Contract Administrator by phone or e-mail that preliminary results for rush analysis are available or fax the preliminary results to the Contract Administrator.

**E3. TURN AROUND TIME**

E3.1 Turn around times for analysis:

Item	Description	Spec. Ref.	Normal Turn Around Time (days)	Rush Turn Around Time (days)
1	Taste & Odour Compound	E2.10(a)	14	4
2	MTBE	E2.10(b)	14	4
3	NDMA	E2.10(c)	14	4
4	Microcystin LR	E2.10(d)	10	3
5	Mercury (Hg)-Total in water	E2.10(e)	7	3
6	Chloride	E2.10(f)	7	NA
7	E. coli by "Quantitray"	E2.11(a)	5	NA
8	Total Coliform by "Quantitray"	E2.11(b)	5	NA
9	Heterotrophic Plate Count	E2.11(c)	5	NA
10	Fecal Coliform, wastewater	E2.11(d)	5	NA
11	E. coli, wastewater	E2.11(e)	5	NA
12	Total Coliform, wastewater	E2.11(f)	5	NA
13	Weekend Surcharge	E2.11(g)	NA	NA
14	Total Mercury in Dewatered Sludge	E2.11(h)	7	4
15	Oil and Grease	E2.11(i)	7	NA
16	Trace Organics	E2.11(j)	10	4
17	Biochemical Oxygen Demand (BOD 5 seeded)	E2.11(k)	6	NA
18	Total Suspended Solids	E2.11(l)	2	NA
19	pH	E2.11(m)	1	NA
21 & 22	Schedule A Testing	E2.12(a) to E2.12(b)	30	NA
23	Trout Bioassay- Acute, 96 hour, Static, LC50	E2.12(b)	7	NA