

Global Labs Incorporated
doing business as
California Laboratory Services

AGREEMENT FOR SERVICES #354-S1511

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Global Labs Incorporated, doing business as California Laboratory Services (CLS) a California Small Business, Number 2916, duly qualified to conduct business in the State of California, whose principal place of business is 3249 Fitzgerald Road, Rancho Cordova, California 95742 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide analysis of groundwater, surface water, storm water, wastewater, soil, hazardous materials and hazardous waste sample testing for the Community Development Agency (CDA);

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

WHEREAS, Consultant is granted by the State of California, Department of Health Services, Environmental Laboratory Accreditation Program, an Environmental Laboratory Certification No. 1233, and this Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000.

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and provide all equipment, tools, material, labor and incidentals necessary to complete all laboratory testing on an as-requested basis as directed in writing, using the Chain of Custody (COC) form by County. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

Consultant also agrees to provide court testimony as to the accuracy and precision of analytical data generated in the laboratory and reported to the County. Testimony will be provided on an as-requested basis.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Adobe Acrobat. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

ARTICLE II

Term: This Agreement shall become effective March 10, 2015, and shall expire on March 9, 2018.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant pursuant to the attached "Rate Schedule," marked Exhibit B, incorporated herein and made by reference as part hereof. The parties recognize that in the performance of this Agreement, Consultant may be required to perform tests or may be required to employ test methods not listed on Exhibit "B." In such cases, Consultant shall be compensated at a price mutually agreed upon in writing by Contract Administrator or Consultant, and consistent with the prevailing market rate for such test or method. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any Chain-of-Custody (COC) forms required by this Agreement that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Greg Stanton, REHS
Deputy Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and Chain-of-Custody (COC) forms required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or Chain-of-Custody (COC) forms are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all service under this Agreement, ownership and title to all reports, documents, plans (including digitized plans), specifications and estimates produced as part of this Agreement will automatically be vested in the County and no further Agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant may subcontract, delegate, or assign services to be provided, in whole or in part, in accordance with Exhibit A and a price mutually agreed upon, in writing, by the Contract Administrator and Consultant and consistent with the prevailing market rate for such a test or method. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget

that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County

With a copy to:

County of El Dorado
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Deputy Director
Environmental Management
Division

Attn.: Michele Weimer
Administrative Services Officer
Contracts and Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

California Laboratory Services
3249 Fitzgerald Road
Rancho Cordova, California 95742

Attn.: Scott Furnas, President

or to such other location as Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties.

Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XX

Standards for Work: Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or other instrument of service.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXII

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or,

in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Deputy Director, Environmental Management Division, Community Development Agency, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIX

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Greg Stanton, REHS
Deputy Director
Environmental Management Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____
Gerri Silva, M.S., REHS
Director
Environmental Management Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti
Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- GLOBAL LABS INCORPORATED

dba

CALIFORNIA LABORATORY SERVICES--

By: _____
Scott Furnas
President
"Consultant"

Dated: _____

**Global Labs Incorporated
doing business as
California Laboratory Services**

Exhibit A

Scope of Services

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ASSUMPTIONS

County of El Dorado

- The County of El Dorado must comply with Waste Discharge Requirements for the County’s Union Mine Landfill and the Union Mine Wastewater Treatment Facility as adopted by the California Regional Water Quality Control Board, Central Valley Region on January 26, 2006.
- The County’s Community Development Agency, Environmental Management Division is certified by the State of California Environmental Protection Agency to implement the hazardous materials regulatory programs, including the hazardous materials storage, hazardous waste generator, hazardous waste onsite treatment and underground and above ground storage tank programs.
- The County’s Community Development Agency, Environmental Management Division serves as the hazardous materials incident response team for El Dorado County.
- The County’s Community Development Agency’s Environmental Management Division may be required to perform, but is not limited to, surface water, storm water, groundwater, and soil analytical testing at the Meyers Landfill during landfill closure construction activities, and thereafter, as part of the ongoing operational maintenance and monitoring activities at the site.
- Testing at locations not specifically identified in this contract but still under the County’s purview may also be requested. The County of El Dorado reserves the right to request these services under this agreement at their discretion and within the scope of services and compensation for services established.

El Dorado Irrigation District

- El Dorado Irrigation District accepts wastewater discharge from the County's Union Mine Waste Treatment Facility and requires that certain standard terms and conditions for accepting wastewater discharge from the County's Union Mine Wastewater Treatment Facility are met. Analytical testing must be completed so the standard maximum discharge concentrations as established in the District's Wastewater Regulation 13 are not exceeded.

Scope of Services

Under normal circumstances, Consultant shall provide reports of analytical results to County via email within seven (7) days and via mail within twenty-one (21) days after analysis. During emergency situations, when requested by County, Consultant shall provide reports of analytical results to County via email within two (2) days and via mail within fourteen (14) days after analysis. The fields to be provided in the hard copy will include at a minimum, but not limited to:

- Client Name
- Project Number
- Client Sample Identification (Name)
- Laboratory Sample Identification (Name)
- Sample Date
- Sample Time
- Preparation Date
- Preparation Time
- Analysis Date
- Batch Identification
- Preparation Method Name (e.g., TC 15)
- Preparation Method Identification Code (e.g., SW-846)
- Analysis Method Name (e.g., VOC)
- Analysis Method Identification Code (e.g., SW-846)
- Result
- Reporting Limit
- Unit
- Dilution Factor
- Court Testimony (\$100/hour)

Consultant Reporting

Reports on services rendered by Consultant shall be submitted to County in the format, and under the conditions as agreed upon.

Deliverables

Deliverables will be specified by County for each individual assignment and specific task assignment, and will be listed on each Chain-of-Custody (COC) form submitted to Consultant for each assignment. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIII, Default, Termination, and Cancellation, herein.

GENERAL INFORMATION

Client Services

Client Relations: Consultant shall provide supporting services Monday through Friday from 8 am to 5 pm. Consultant's Client Services Department may be reached at (916) 638-7301 to discuss any analytical needs.

Containers: Consultant shall provide, free of charge, the appropriate bottles (with EPA specified preservatives when necessary) for the analyses to be performed. Labels, Chain-of-Custody forms (COC), and sampling instructions shall also be available for any project.

Courier Services: Consultant shall provide sample pick-up and delivery service for all projects free of charge. A 24 hour notice for sample pick-up or bottle delivery will be provided by County, however, in the instance of a last minute requirement every reasonable effort shall be made.

Turn Around Time

Standard: Consultant shall provide a five (5) working day turn-around-time (TAT) with preliminary faxed, verbal, and/or emailed results delivered on the fifth day and final results following on the sixth day. Hard copy reports shall be processed 1-3 days after final results are available. Consultant shall release results which become available early at no extra charge to County.

Sample Receiving: Turnaround times are based upon sample receipt. Consultant shall receive samples at the laboratory on 3249 Fitzgerald Drive in Rancho Cordova, CA from 8:00 am to 6:30 pm Monday through Friday. Arrangements for after hours, weekend, or holiday sample receiving can be made by a Client Service Representative (surcharges may apply).

Priority: Rush analyses with preliminary results shall be available on a modified fee schedule. Samples which are received after noon shall be scheduled for results at the beginning of the following working day. In the case that a requested turnaround time cannot be met, pricing shall be updated to reflect the actual turnaround time.

Priority Rates

0 Day (12 hours) TAT	3.0 times the normal fee
1 Day (24 hours) TAT	2.0 times the normal fee
2 Day TAT	1.6 times the normal fee
3 Day TAT	1.3 times the normal fee
4 Day TAT	1.1 times the normal fee

Weekends & Holidays: Services scheduled in advance for receipt and analysis on a weekend or holiday may be charged on a modified schedule of up to 5 times the normal fee for analysis.

Subcontract

County shall be immediately notified if sample cannot be analyzed on site by Consultant. Consultant shall only subcontract to laboratories with the proper certifications. Subcontracted results shall be reported on the subcontract laboratory's own letterhead.

Confidentiality

Consultant shall provide results only to the individual or organization whose name appears on the Chain-of-Custody (COC) form unless otherwise specifically requested by County. Exceptions may apply to drinking water results which are reported to the California DHS and information required during regulatory audits.

Deliverables

Consultant shall provide the following services on all deliverables. Fees are assessed on a per project basis. Report results are generated at County staff's submittal of the Chain-Of-Custody (COC) form and test results are returned as: 1) Routine Report; 2) Report (includes DUP, MS, MSD, as required); 3) Data Validation Report; and 4) Specialized reports for the Regional Water Quality Control Board (RWQCB) (MDLs/PQLs/Trace#). The type of test and report are determined by County staff.

Results Report – One (1) copy of results per test.

- Report in pdf format if requested
- Hard copy report

STANDARDIZED & MISCELLANEOUS SERVICES

Combined Analyses

Consultant shall provide specific package testing services based on current regulations and client requirements. Listed below are some potential testing packages offered. Due to the fact that regulations and needs are constantly evolving, the services listed in each testing group are suggestions only which may be modified for any project and prices quoted.

Dairy Testing Options –

Liquid

Manure, Solid Manure, Corn and Winter Forage Silage

NPDES Testing Options – Monthly, Quarterly, Semi-annual

Residential Testing Options – Well Water Testing, Reverse Mortgage Testing

Storm Water Analysis – As regulated by the State Water Board, a storm water kit can also be provided for these events

UCMR Testing Options – List I and II

Field Services

Consultant shall provide field services for sampling events.

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Exhibit B

Rate Schedule

MICROBIOLOGICAL SERVICES

Method	Description	Water	Other
General Analyses			
SM 4500–Cl–G	Chlorine, Total/Residual	\$20	\$20
SM 5210B	BOD (Biochemical Oxygen Demand)	\$45	\$60
SM 5210B	CBOD (Carbonaceous Biochemical Oxygen Demand)	\$50	–
SM 9215	Heterotrophic Plate Count	\$35	\$50
MMO/MUG	Coliform (Presence/Absence)	\$30	–
SM 9221B	Coliform (Quantitray)	\$40	–
SM 9221	Coliform*– Total (10–15 tube)	\$40	–
	Total & Fecal (10–15 tube)	\$45	–
	Total, Fecal, & E.Coli (10–15 tube)	\$50	–
SM 9230	Fecal Streptococci	\$50	\$65
HACH IRB–BART	Iron Bacteria (7 day TAT, soil can be in jar)	\$35	\$40
CLS	Mold Analysis (Direct Microscopic Identification; Tape, Swab, & Bulk)	\$35	\$45

* For Coliform testing, 20–25 tube and/or 30–35 tube options are available with additional charge of \$5 charge per dilution

Fish Bioassay Testing			
3 rd , 4 th , 5 th Edition	Acute Toxicity – Screen	TBD	–
	Acute Toxicity – Definitive	TBD	–
2 nd , 3 rd , 4 th Edition	Chronic Toxicity – Screen (without receiving water)	TBD	–
	Chronic Toxicity – Screen (with receiving water)	TBD	–
	Chronic Toxicity – Definitive (without receiving water)	TBD	–
	Chronic Toxicity – Definitive (with receiving water)	TBD	–
Title 22	Hazardous Waste	TBD	TBD

INORGANIC SERVICES

Method	Description	Water	Other
Commonly Combined Analyses			
EPA/STDM	General Minerals – Alkalinity, Calcium, Chloride, Fluoride, Hardness, Potassium, MBAS, Magnesium, Sodium, Nitrate, Specific Conductance(EC), Sulfate, Total Dissolved Solids, & pH	\$165	\$185
EPA/STDM	General Physical – Color, Odor, & Turbidity	\$45	–
SM 2330 B	Calcium Saturation (Langelier) Index – Alkalinity, Calcium, Hardness, pH, & Total Dissolved Solids		\$135
EPA/STDM	RCI Index – Reactivity/Corrosivity/Ignitability	\$150	\$150
EPA/STDM	Total Nitrogen – Total Kjeldahl Nitrogen (TKN) & Nitrate + Nitrite – N	\$80	\$100
EPA	Langlier Index – TDS, Ca, Alkalinity	\$75	-
	SUVA – TOC Dissolved, Filtration UV254	\$60	-
Individual Analyses			
EPA 670/2–74–07	Acid Generation Potential	–	\$150
SM 2310	Acidity	\$35	\$50
SM 2320B	Alkalinity	\$25	\$35
SM 4500–NH ₃ –C	Ammonia (with distillation)	\$45	\$45
EPA 300.0	<u>Anions</u> : Bromide, Chloride, Fluoride, Nitrate, Nitrite, Sulfate, (rate given per anion)	\$25	\$30
EPA 300.1	<u>Anions</u> : Bromate, Chlorite, Chlorate, Chloroamine, Iodide, (rate given per anion)	\$25	\$30
SM 5210B	BOD (Biochemical Oxygen Demand)	\$45	\$50
EPA 100.2	Asbestos (EPA 600/R–94/134)	\$125/230	\$60
EPA 9060	Carbon – Total	\$40	\$50
	Total Organic (TOC) (also by SM 5310B)	\$40	\$50
	Total Inorganic	\$40	\$50
	Dissolved Inorganic	\$45	\$50
	Dissolved Organic	\$45	\$50
SM 5210B	CBOD (Carbonaceous Biochemical Oxygen Demand)	\$50	–
EPA 410.4	COD (Chemical Oxygen Demand)	\$35	\$45
SM 4500–Cl–G	Chlorine, Total/Residual	\$20	\$20
SM 2120B	Color	\$15	–
EPA 120.1	Conductivity	\$10	\$15
SM 4500–CN –E	Cyanide, Total	\$55	\$65
EPA 9014	Cyanide, Total	\$55	\$65
SM 4500–CN–G	Cyanide Amenable	\$100	\$120
SM 2540B	Dissolved Fixed Solids	\$30	–
SM 4500–O–G	Dissolved Oxygen	\$15	–
SM 3500–Fe–D	Ferrous Iron	\$40	\$40
EPA 1010	Flash Point (Ignitability)	\$55	\$65
SM 4500–F–C	Fluoride (probe)	\$40	–

Individual Analyses - Continued

SM 2340B	Hardness	\$30	\$35
EPA 7196	Hexavalent Chromium (Cr ^{VI})	\$50	\$60
EPA 7199/218.6	Hexavalent Chromium (Cr ^{VI})	\$65	\$85
LUFT	Lead, Organic	\$80	\$80
SM 5540C	MBAS Surfactant (soaps)	\$45	\$55
EPA 670/2-74-07	Neutralization Potential	–	\$100
SM 4500-NO ₃ -E	Nitrate + Nitrite as Nitrogen	\$30	\$50
SM 2150B	Odor	\$15	–
SM 4500-P	Ortho-phosphate	\$45	\$40
EPA 9095	Paint Filter Liquids Test	\$40	\$40
SM 2540B	Percent Moisture	–	\$25
EPA 314.1	Perchlorate	\$65	\$90
EPA 331	Perchlorate (Low Level)	\$175	\$250
SM 4500-H-B	pH	\$15	–
EPA 9045	pH	–	\$20
EPA 420.1	Phenols	\$80	–
SM 4500-P	Phosphorus, Total	\$45	\$50
EPA 900 series	Radiologicals, Individual, not ELEMENTAL		
	Gross Alpha	\$35	
	Gross Beta	\$35	
	Stontium	\$120	
	Radium 226	\$120	
	Radium 228	\$185	
	Radon	\$35	
	Tritium	\$60	
	Uranium	\$100	
SW 847	Reactivity	\$125	\$150
SM 2580	Redox Potential	\$45	\$45
SM 210B	Salinity	\$15	\$25
SM 2330B	Saturation/Corrosivity Index	\$135	–
SM 2710F	Specific Gravity	\$420	\$75
SM 4500-S-F	Sulfide	\$35	–
SM 4500-SO ₃ -B	Sulfite	\$45	–
SM 5550B	Tanins & Lignins	\$45	\$55
EV-024/025	Tin, Organo	\$175	
SM 2540C	Total Dissolved Solids (TDS)	\$25	–
SM 2540C	Total Dissolved Volatile Solids (TDVS)	\$30	–
EPA SM 4500-NH ₃ -C	Total Kjeldahl Nitrogen (TKN)	\$55	\$60
SM 2540F	Total Settleable Solids	\$30	–
SM 2540B	Total Solids (TS)	\$30	–
SM 2540D	Total Suspended Solids (TSS)	\$35	–
EPA 160.4	Total Volatile Solids (TVS)	\$40	–
EPA 160.4	Total Volatile Suspended Solids (TVSS)	\$40	–
EPA502.2	TTHM Formation Potential	\$60	
EPA 180.1	Turbidity	\$15	–

Individual Analyses - Continued			
SM 5910B	UV254	\$45	–

Additional Preparations			
CLS	Filtration	\$20 max	
N/A	Sample Composite	\$3	

METALS SERVICES

Prices listed for metals analysis are quoted for the testing only. Please refer to the Additional Preparations section for further information regarding sample handling.

Method	Description	Water	Other
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Individual Metals Analyses*			
EPA 200.7/6010	Metals ICP	\$20	\$25
EPA 200.8/6020	Metals ICP/MS	\$25	\$30
EPA 7000	Metals by Graphite Furnace	\$25	\$30

* Metals analysis available for – Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron (water only), Cadmium, Calcium (ICP only), Chromium, Cobalt, Copper, Iron, Lead, Lithium (ICP/MS only), Magnesium (ICP only), Manganese, Molybdenum, Nickel, Potassium (ICP only), Selenium, Silica (SiO₂)(ICP/MS water only), Silver (ICP only), Sodium, Strontium(ICP Only), Tin (water only), Titanium (water only), Thallium, Thorium (ICP/MS only), Vanadium, Yttrium (ICP/MS only), Zinc

Mercury Analyses			
EPA 245.1	Mercury – Cold Vapor	\$45	\$55
	Low Level	\$75	
EPA 1631	Mercury* – Ultra Low Level	\$100	–
EPA 7470/7471A	Mercury – Cold Vapor	\$55	\$55
EPA 1630/1631E	Methyl Mercury*	\$225	\$375

* Field blanks are required for certain mercury analysis, if blanks are required a client services representative will explain any additional fees which may apply.

Fixed Group Analyses			
	CAM Metals (17) (Ag,As,Ba,Be,Cd,Co,Cr,Cu,H,gMo,Ni,Pb,Sb,Se,Tl,V,Zn)	\$180	\$200
	Drinking Water Metals (19) (Ag,Al,As,B,Ba,Be,Cd,Cr,Cu,Fe,Hg,Mn,Ni,Pb,Sb,Se,Tl,V,Zn)	\$200	–
	LUFT/PET Metals (5) (Cd,Cr,Ni,Pb,Zn)	\$80	\$100
	Priority Pollutant Metals (13) (Ag,As,Be,Cd,Cr,Cu,Hg,Ni,Pb,Sb,Se,Tl,Zn)	\$160	\$190
	RCRA Metals (8) (As,Ba,Cd,Cr,Hg,Pb,Se,Zn)	\$120	\$150

Fixed Group Analyses - Continued

Sacramento County Metals (10) (Ag,As,Cd,Cr,Cu,Hg,Mo,Ni,Pb,Zn)	\$225	-
NPDES Metals Analysis (16) (Ag,Al,As,Ba,Be,Cd,Cr,Cu,Fe,Hg,Mn,Ni,Pb,Sb,Se,Tl,Zn)	\$200	-
Lead/Copper Rule (2) (Cu,Pb)	\$30	-

Additional Metals Analyses

EPA 200.7	Acid Soluble Aluminum	\$50	-
SM 3500-Fe-D	Ferrous Iron	\$40	\$60
EPA 7196	Hexavalent Chromium (Cr ^{VI})	\$45	\$55
EPA 7199/218.6	Hexavalent Chromium (Cr ^{VI})	\$65	\$85
LUFT	Lead, Organic	\$80	\$80
EV-024/025	Tin, Organo	\$175	

Additional Preparations

Title 22	STLC California WET: Citrate Buffer or D.I. Water	\$80	
EPA 1311	TCLP Metals Extraction	\$80	
EPA 3000 series	TTLC Metals Digestion (batch)	\$10	
CLS	Filtration	\$5	
N/A	Sample Composite	\$3	

ORGANIC SERVICES

Prices listed for organic analysis are quoted for the testing only. Please refer to the Additional Preparations section for further information regarding sample handling.

Method	Description	Water	Other
TCLP Analyses			
EPA 8151A	TCLP Herbicide Analysis	-	\$200
EPA 8081A	TCLP Pesticide Analysis	-	\$125
EPA 8270C	TCLP Semi-Volatile Analysis	-	\$320
EPA 8260B	TCLP Volatile Organic Analysis	-	\$200
Total Recoverable Petroleum Hydrocarbons (TRPH)			
EPA 1664A	Oil and Grease	\$60	\$60
	Oil and Grease with Silica Gel Treatment (SGT)	\$70	\$70
Drinking Water Series			
CA/DOHS	1,2,3 - TCP	\$140	-
EPA 1613	Dioxin - PCDD/F (Cl ₄ - Cl ₈)	\$900	
	2,3,7,8 - TCDD only	\$450	
EPA 1625 mod	NDMA	\$325	
EPA 504.1	EDB and/or DBCP	\$70	-
EPA 506	DEHA/DEHP (by EPA 525.2)	\$265	

Drinking Water Series - Continued

EPA 507	Triazine Pesticides	\$125	–
EPA 508	Polychlorinated Biphenyls (PCBs)	\$90	–
	Pesticides and Polychlorinated Biphenyls (PCBs)	\$115	–
EPA 515.1	Herbicides	\$155	–
EPA 524.2	GC/MS Volatile Organics (Regulated List)	\$130	–
	GC/MS Volatile Organics (CLS Full List)	\$140	–
	Purgeable Aromatics and Halocarbons only	\$130	–
	Trihalomethane only (THMs)	\$80	–
	MTBE only	\$80	–
EPA 525.2	GC/MS Semi-Volatile Organics	\$225	–
EPA 531.1	Carbamates	\$150	–
EPA 547	Glyphosates	\$155	–
EPA 548	Endothall	\$155	–
EPA 549	Diquat/Paraquat	\$155	–
EPA 550	Benzo(a)pyrene	\$180	–
EPA 552.2	Haloacidic Acids	\$150	–

Waste & Ground Water Series

EPA 1625 mod	NDMA	\$325	–
EPA 420.1	Phenolics	\$80	–
EPA 601	GC Volatile Organics (by EPA 624)	\$75	–
EPA 602	GC Volatile Organics (by EPA 624)	\$75	–
EPA 608	Polychlorinated Biphenyls (PCBs)	\$85	\$95
	Pesticides and Polychlorinated Biphenyls (PCBs)	\$150	\$175
EPA 610	Polynuclear Aromatic Hydrocarbons (PAHs)	\$190	–
EPA 624	GC/MS Volatile Organics (Full List)	\$130	–
	GC/MS Volatile Organics (Low Level)	\$160	–
	Purgeable Aromatics and Halocarbons only	\$130	–
EPA 625	GC/MS Semi-Volatile Organics	\$290	–
	Phthalate Esters only	\$175	–
EPA 632	Carbamates	\$170	–
	Duiron only	\$150	–

Solid Waste Series

EPA 8010	Purgable Halocarbons (by EPA 8260B)	\$100	\$130
EPA 8015 mod	TPH – Gasoline only	\$40	\$35
	TPH – Extractables (Diesel/Oil)	\$65	\$55
	Ethylene Glycol	\$120	\$120
EPA 8015B	Ethanol/Methanol	\$100	\$125
EPA 8020	Purgable Aromatics (by EPA 8260B)	\$100	\$280
EPA 8021B	TPH – BTEX only	\$40	\$35
EPA 8082	Polychlorinated Biphenyls (PCBs)		\$90
EPA 8270C	Phenols	\$175	\$175
	Phthalate Esters	\$175	\$175
	Polynuclear Aromatic Hydrocarbons (PAHs)	\$190	\$190

Solid Waste Series - Continued

EPA 8310C	Polynuclear Aromatic Hydrocarbons (PAHs)	\$175	\$175
EPA 8315	Formaldehyde	\$175	\$250
EPA 8316	Acrolein & Acrylonitrile	\$145	\$145
EPA 8330	Nitroaromatics/Nitroamines (Explosives)	\$150	–
EPA 8081A	Organochlorine Pesticides	\$115	\$125
EPA 8141A	Organophosphorus Pesticides	\$175	\$160
EPA 8151A	Chlorophenoxyacid Herbicides	\$195	\$175
EPA 8260B	GC/MS Volatile Organics	\$130	\$140
	GC/MS Volatile Organics (Low Level)	\$130	–
	5 Oxygenates	\$100	\$100
	7 Oxygenates (5 Oxygenates + Ethanol/Methanol by EPA 8015)	\$120	\$100
	TPH – Gasoline, BTEX, & MTBE	\$100	\$120
	TPH – Gasoline only	\$45	\$45
	TPH – BTEX only	\$45	\$45
	TPH – MTBE only	\$45	\$45
	TPH – Gasoline/BTEX	\$45	
EPA 8270C	GC/MS Semi-Volatile Organics (Full List)	\$265	\$280
EPA 8280	Dioxin – PCDD/F (Cl ₄ – Cl ₈)	\$900	
	2,3,7,8 – TCDD only	\$450	
EPA 8290	Dioxin – PCDD/F (Cl ₄ – Cl ₈)	\$900	
	2,3,7,8 – TCDD only	\$450	

Additional Preparation

EPA 1311	TCLP Semi-Volatile Organics/Pesticides	\$80
	TCLP Volatiles Extraction (ZHE)	\$135
N/A	Sample Composite	\$3/sample

Report Rates

Deliverables	Write On Report	\$10
	Geotracker Report	\$25
	EDD Report	\$25
	Customized EDD Report	Quote

Additional Service Charges

Hazardous Material	Handling & Proper Disposal of Hazardous Materials	\$5
	Archival Service (Samples held up to six months)	\$3/sample
Field Services	Qualified CLS Staff Sample Retrieval (per event)	\$50
	Additional Fee for Technical Services Beyond Regular Sampling	\$25
	ISCO Rental – (Daily Rate)	\$50
	ISCO Rental – (Five Day Rate)	\$150
	ISCO Rental – (Seven Day Rate)	\$200