

**MDK, LLC**

**doing business as**

**Western Environmental Testing Laboratory**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4955**

**THIS FIRST AMENDMENT** to that Agreement for Services #4955 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 MDK, LLC, a Nevada limited liability company duly qualified to conduct business in the State of California, doing business as Western Environmental Testing Laboratory, whose principal place of business is 475 East Greg Street, Suite 119, Sparks, Nevada 89431 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide laboratory testing and analysis services for erosion control and water quality projects in the Tahoe Basin for the Planning and Building Department pursuant to Agreement for Services #4955, dated July 06, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of July 6, 2023 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's invoice recipient and include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-1; Amended Fee Schedule**.

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #4955 on the following terms and conditions:

**I. ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term**: This Agreement shall become effective when fully executed by the parties hereto and shall expire on July 6, 2026, as amended.

**II. ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices. Any materials or equipment shall be listed on the invoice which shall list the amount being charged to County for same

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$45,000, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or back up documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice.

Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Planning and Building  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Patricia Soto  
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement or in individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

**III. The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

**ARTICLE V**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

**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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

**ARTICLE VIII**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement 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, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office Facilities Division 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 X**

**Independent Contractor:** The parties intend that an independent consultant relationship will be created by this contract. 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, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **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 Government Code section 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, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

### **Default, Termination, and Cancellation:**

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.

3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
  - C. **Ceasing Performance:** County may terminate this Agreement immediately 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 or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. 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.

**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:

County of El Dorado  
 Department of Planning and Building  
 3000 Fairlane Court, Suite One  
 Placerville, California 95667

Attn.: Brendan Ferry  
 Deputy Director  
 Tahoe Planning & Stormwater Division

With a copy to:

County of El Dorado  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, California 95667

Attn.: Michele Weimer  
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

MDK, LLC dba  
Western Environmental Laboratory  
475 East Greg Street, Suite 119  
Sparks, Nevada 89431

Attn.: McKenna Oh, Project Manager

or to such other location as Consultant directs.

#### **ARTICLE XVI**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this

Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

#### **ARTICLE XXI**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and



made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and California Code of Regulations, Title 2, section 11102.

#### **ARTICLE XXIV**

**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 and any of its subconsultants employed under this agreement 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 XXV**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director, Tahoe Planning and Stormwater Division, Planning and Building Department, or successor.

**IV. The following Articles of the Agreement are added to read as follows:**

**ARTICLE XXXIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**ARTICLE XXXIV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

**ARTICLE XXXV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #4955 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4955 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 6-27-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kuyper  
Deputy Clerk

Dated: 6-27-23

--MDK, LLC dba WESTERN  
ENVIRONMENTAL TESTING LABORATORY--

By: Michelle Sherven  
Michelle Sherven (Jun 8, 2023 15:31 PDT)

Dated: 06/08/2023

Michelle Sherven  
President  
"Consultant"

**MDK, LLC**  
**doing business as**  
**Western Environmental Testing Laboratory**  
**Amended Exhibit B-1**  
**Amended Fee Schedule**

**General Chemistry**

Alkalinity (Total, HCO <sub>3</sub> , CO <sub>3</sub> , & OH)	2320B	\$27.00
Acidity	2310B	\$27.00
Biochemical Oxygen Demand (BOD)	5210B	\$74.00
Carbonaceous BOD	5210B	\$74.00
Chloride	300.0	\$36.00
Color	2120B	\$45.00
Conductivity, Electrical	2510B	\$18.00
Resistivity (Paste)(2510B)	Resistivity	\$27.00
Chromium, Hexavalent	3500 Cr D	\$107.00
Cyanide, Total	4500 CNC	\$91.00
Cyanide, Weak Acid Dissociable (WAD)	4500 CNI	\$91.00
Flash Point	1010	\$71.00
Fluoride	300.0	\$36.00
Methylene Blue Actie Substances (MBAS) (Foaming Agents)	5540C	\$111.00
Nitrogen, Ammonia	Timberline	\$45.00
Nitrogen, Nitrate	300.0	\$36.00
Nitrogen, Nitrite	300.0	\$36.00
Nitrogen, Nitrate + Nitrite	353.2	\$36.00
Nitrogen, Kjeldahl (TKN)	351.2	\$71.00
Odor	2150B	\$91.00
Oil and Grease	1664	\$144.00
Potential of Hydrogen (pH), aqueous	4500H+B	\$18.00
pH, Solids	9045B	\$36.00
Phosphate, ortho	365.3	\$33.00
Phosphorus, total	365.3	\$36.00
Residual Chlorine	4500CLG	\$45.00
Solids, total	2540B	\$27.00
Solids, total dissolved	2540C	\$27.00
Solids, total suspended	2540D	\$27.00
Solids, total volatile suspended	160.4	\$36.00
Sulfate	300.0	\$36.00
Sulfide	Hach8131	\$36.00
Turbidity	180.1	\$27.00

### Microbiology

Total Coliform (colifert)	9223B	\$40.00
Total Coliform/ e.Coli (Quanti Tray)	9223B	\$53.00
Fecal Coliform (Membrane Filtration)	9222D	\$67.00

### Metals

Metals by Inductively Coupled Plasma (ICP)	200.7/6010	\$27.00
Metals by Inductively Coupled Plasma Mass Spectrometry (ICP/MS)	200.8/6020	\$33.00
Mercury by Cold Vapor Atomic Absorption (CVAA)	245.1/7471	\$53.00
8 Resource Recovery and Conservation (RCRA) Metals	6010/7000	\$270.00
CAM 17 Metals	6010/7000	\$376.00

### Sample Preparation Charges

Digestion for total metals	\$27.00
Toxicity Characteristic Leaching Procedure (TCLP) Extraction for metals	\$126.00
Soluble Threshold Limit Concentration (STLC) Extraction for metals	\$126.00
Meteoric Water Mobility Procedure (MWMP) Extraction	\$126.00
Saturated paste extract	\$0.00
Soil extraction for soluble parameters	\$77.00
0.45µm filter for dissolved parameters	\$33.00

### Organic Analyses\*

Total Petroleum Hydrocarbon (TPH)-gasoline	\$135.00
TPH-diesel & motor oil	\$135.00
TPH-Carbon Chain (Full TPH)	\$270.00
Volatile Organic Compounds (VOC's) by Gas Chromatography/Mass Spectrometry (GC/MS)	\$241.00

*\*Subcontracted to a Nevada/California certified laboratory.*

### Group Analyses

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#### Waste Characterization Testing

TCLP 7/11, Includes 7 RCRA Metals, and 11 Organics	\$792.00
Reactivity, Corrosivity, and Ignitability (RCI) Includes Reactive Cyanide, Reactive Sulfide, Corrosivity, and Ignitability	\$311.47
Asbestos in Solids	\$30.90
Lead in Paint	\$54.00

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## Mining Industry

**Nevada's Department of Environmental Protection (NDEP)** \$570.00  
**Profile I**

pH, Alkalinity, Bicarbonate, Carbonate, Chloride, Fluoride, Sulfate, Nitrate-Nitrogen, Nitrite-Nitrogen, Total Kjeldahl Nitrogen, Total Dissolved Solids, WAD Cyanide, Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Mercury, Nickel, Potassium, Selenium, Silver, Sodium, Thallium, and Zinc

**NDEP Profile II** \$650.00

NDEP profile I plus 11-element semi-quantitative scan for Bismuth, Cobalt, Gallium, Lithium, Molybdenum, Phosphorus, Scandium, Strontium, Tin, Titanium and Vanadium.

## Acid Base Accounting

**Leco Furnace Method** \$233.00

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## Corrosivity Testing

pH, Resistivity, Sulfate, & Chloride (includes prep) 144.00

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## Drinking Water Group Analyses

**Nevada Domestic Well Test** \$594.00

pH, Alkalinity—Bicarbonate/Carbonate, Color, Turbidity, Total Dissolved Solids, Hardness, Calcium, Magnesium, Sodium, Potassium, Fluoride, Chloride, Sulfate, Nitrate-Nitrogen, Arsenic, Iron, Manganese, Copper, and Zinc

**Regulated Inorganic Chemicals (phase II/V)** \$495.00

Fluoride, Barium, Cadmium, Chromium, Mercury, Selenium, Nitrate, Nitrite, Total Nitrate + Nitrite, Antimony, Beryllium, Total Cyanide, Nickel, Thallium, and Arsenic

**Secondary Drinking Water Standards** \$539.00

Aluminum, Chloride, Color, Copper, Foaming Agents (MBAS), Iron, Magnesium, Manganese, Odor, pH, Silver, Sulfate, Total Dissolved Solids (TDS), Zinc, and Sodium

**Lead and Copper Rule** \$93.00

**Regulated Synthetic Organic Chemicals** \$1,200.00

Environmental Protection Agency (EPA) Methods: 504.1, 507/508.1, 515, 525.2, 531.1, 547, 548.1, 549.2

**Regulated Volatile Organic Chemicals (phase II/V)** \$241.00

EPA Method 524.2

**Disinfection Byproducts (DBP's)** \$450.00

Total Trihalomethanes by EPA 524.2 and Haloacetic Acids by 552.1

<b>Radionuclides</b>	
Gross Alpha/Beta	\$90.00
Radium-226 and Radium-228	\$192.00
Isotopic Uranium (ug/L)	\$162.00
Uranium (pCi/L)	\$60.00
Radon	\$106.00
<b>Asbestos in Drinking Water</b>	<b>\$245.00</b>

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**Particle Size Analyses (Subcontracted – Pricing May Vary)**

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<b>Sample Pretreatment</b>	
Organic or Carbonate Removal (PSA)	\$11.54
<b>Traditional Particle Size – Pipette</b>	
Total PSA (5 Sand, 2 Silt, Clay)	\$123.60
Partial (Sand, Silt, Clay)	\$74.98
<b>Laser Particle Size – Saturn Digisizer 5200</b>	
Base Rate	\$82.57
(Applies to pre-sieved (<1 mm) soils, <600mL sample volume)	\$20.60
Additional volume fee (>600mL sample volume)	
<b>Suspended Sediment Concentration</b>	\$57.68
(Applies to <1L sample volume) Additional volume fee (>1L sample volume)	\$18.54
<b>Reporting</b>	
Electronic Data Deliverable (EDD) Report Fee (per set of samples)	\$11.54

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**Misc. Subcontracted Analysis**

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<b>Molecular Markers Analysis</b>	<b>\$1,500.00</b>
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**Client Services & Other Charges**

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<b>Administrative Fee (Per Invoiced Job)</b>	<b>\$28.00 per job</b>
<b>Preparation of Sampling Plans &amp; CCR's</b>	<b>\$74.98 per hour</b>
<b>Sampling Services</b>	<b>\$74.98 per hour</b>
<b>Sampling Instructions</b>	<b>No Charge</b>
<b>Sample Containers &amp; Preservatives and Coolers</b>	<b>No Charge</b>
<b>CoC Forms, Custody Seals and Labels</b>	<b>No Charge</b>
<b>Standard level Quality Assurance/Quality Control (QA/QC)</b>	<b>No Charge</b>

**Sample Disposal\*** No Charge

**Packaging & Shipping of samples** No Charge

(\*)- Includes all non-hazardous samples. Hazardous samples will be returned to County or Consultant will charge for proper disposal.

**Additional Pricing Information**

Prices shown are for either soil or water matrices, unless otherwise specified. Difficult matrices may incur a surcharge in addition to the list prices. These surcharges will be determined prior to the Work Order being issued and will be approved by County's Contract Administrator.

List prices are for standard turnaround service (ten [10] business days). For faster service or sample receiving/analysis outside of regular business hours, the following surcharges apply:

<u>Turnaround</u>	<u>Surcharge</u>
5-Day	25%
72-Hour	50%
48-Hour	100%
**24-Hour	200%
**Overnight	200%
*Weekend/Holiday/After-hours	200%

\*\*Overnight and 24-hour turnaround services are available for most analyses except STLC and TCLP (extraction-based procedures), which require longer extraction times. An additional forty-eight (48) hours for TCLP analysis and an additional seventy-two (72) hours for STLC TAT analysis time of average turnaround.

Prices for other services/tests shall be quoted upon request.



**MDK, LLC**  
**doing business as**  
**Western Environmental Testing Laboratory**  
**Exhibit C**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

06/08/2023

Date

Michelle Sherven

Michelle Sherven (Jun 8, 2023 15:31 PDT)

Signature of authorized individual

MDK, LLC dba Western Environmental Laboratory Michelle Sherven-President

Type or write name of company

Type or write name of authorized individual