

Global Labs, Inc.
doing business as
California Laboratory Services
Laboratory Services

AGREEMENT FOR SERVICES #2098

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, Inc., doing business as California Laboratory Services, 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");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Community Development Services, Environmental Management Department to provide analysis of groundwater, surface water, storm water, wastewater, soil, hazardous materials and hazardous waste sample testing;

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 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, and that these services 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 Section 31000;

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and provide all tools, material, labor and incidentals, equipment, and services 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. The court testimony rates will be reimbursed in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Adobe portable document format (PDF). 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 upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered. Payments made prior to thirty (30) days will receive a two percent (2%) discount.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B. 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 and Consultant, and consistent with the prevailing market rate for such test or method.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all costs and 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 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 Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and COC forms required by 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 or 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 County and no further Agreement will be necessary to transfer ownership to County. Consultant shall furnish 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 Services or as noted below, 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.

Consultant shall provide results only to the individual or organization whose name appears on the sample COC, unless otherwise specifically requested by County. As a state regulated laboratory, exceptions apply to drinking water results, which are reported to the California Department of Health and Safety, and information required during regulatory audits.

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 fiscal 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. 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.

- 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 without cause. 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.

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
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Director

With a copy to:

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

Attn.: Michele Weimer
Administrative Services Officer
Contracts & 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 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.

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 or professional consultant 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. 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.
- 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 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

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant 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 and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, 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 shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has 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 XXIV

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 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

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.

ARTICLE XXVII

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 XXVIII

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

ARTICLE XXIX

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 XXX

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

ARTICLE XXXI

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 XXXII

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 XXXIII

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 and Department Concurrence:

By: _____

Greg Stanton
Director
Community Development Services
Environmental Management Department

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, INC.

dba

CALIFORNIA LABORATORY SERVICES --

By: _____

Dated: _____

Scott Furnas
President and Corporate Secretary
"Consultant"

Global Labs, Inc.
doing business as
California Laboratory Services

Exhibit A

Scope of Services

ASSUMPTIONS

County

- County must comply with Waste Discharge Requirements for County's Union Mine Landfill and the Union Mine Wastewater Treatment Plant as adopted by the California Regional Water Quality Control Board, Central Valley Region on January 26, 2006.
- County's Community Development Services, Environmental Management Department 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.
- County's Community Development Services, Environmental Management Department serves as the hazardous materials incident response team for County.
- County's Community Development Services, Environmental Management Department 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 location not specifically identified in this Agreement, but still under County's purview, may also be request upon prior written approval by County's Contract Administrator (may be approved by email). County reserves the right to request these services under this Agreement at its discretion and within the scope of services and compensation for services established.

El Dorado Irrigation District

- El Dorado Irrigation District accepts wastewater discharge from County's Union Mine Wastewater Treatment Plant and as such requires that certain standard terms and conditions for accepting such wastewater discharge are met. Analytical testing must be completed in order to ensure that the standard maximum discharge concentrations as established in the El Dorado Irrigation 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 five (5) working days and via US mail within fifteen (15) working days following the completion of the analysis. For rush requests by County, Consultant shall provide reports of analytical results to County via email within two (2) working days and via US mail within ten (10) working days following the completion of the analysis. The information to be provided in the mailed hard copy shall include at a minimum, but not be limited to the following:

- 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

CONSULTANT REPORTING

Reports on services rendered by Consultant shall be submitted to County in the format as specified in the Deliverables section below, unless otherwise agreed upon by County and Consultant.

DELIVERABLES

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

GENERAL INFORMATION

Client Relations: Consultant shall be available by contacting the Client Services Department at (916) 638-7301 to discuss any analytical needs during normal business hours. Consultant shall be available Monday through Friday from 8 am to 5 pm to ensure all questions are answered and all supporting services are suitably provided to County.

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

PRICING & DISCOUNTS

The prices listed in Exhibit B, "Rate Schedule", are based on a single sample analysis. Consultant may offer discounted rates for situations including multiple sample analyses, contracted work, and repeat business. Rates can vary based on services provided or payment arrangements, including a prorated discount for payments made prior to Net 30. Additionally, Consultant's rates may be customized based on County's needs. Consultant shall provide a quote for any sampling/tests not included in the Rate Schedule.

TURNAROUND TIME

Standard: Consultant operates on a standard five (5) working day turnaround time (TAT) with preliminary faxed, verbal, and/or emailed results delivered on the fifth (5th) day and final results following on the sixth (6th) day. Hard copy reports are typically processed one (1) to three (3) days after final results are available. Consultant may also be able to, as time permits, release results which become available early at no extra charge to County.

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

Priority: Rush analyses with preliminary results are available on a modified fee schedule. Projects requiring priority scheduling of services must be arranged in advance with a Client Service Representative to ensure client satisfaction. Commitments made for priority TATs are based on sample receipt prior to 12:00 pm, Monday through Friday. Samples which are received after 12:00 pm will be scheduled for results at the beginning of the following working day. In the case that a requested TAT cannot be met, pricing will automatically be corrected to reflect the actual TAT.

Priority Analysis Rates

0 Day (12 hours) TAT 3 times the normal fee

1 Day (24 hours) TAT 2 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 will be charged on a modified schedule of up to five (5) times the normal fee for analysis.

SUBCONTRACT POLICY

If for any reason samples cannot be analyzed on site, Consultant shall immediately notify County and County shall provide written approval authorizing the subcontracting of the requested services. Subcontracting of samples typically occurs due to the following circumstances: the analysis is not a routinely performed test, instrument breakdown, analyst is not available, or hold time or client requested TAT cannot be met. Consultant shall only subcontract to laboratories with the proper certifications. Subcontracted results shall be reported on the subcontract laboratory's own letterhead.

STANDARDIZED & MISCELLANEOUS SERVICES

Combined Analyses: Consultant shall provide specific package testing services based on current regulations and County's requirements. Listed below are some potential testing packages which are 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 shall be provided by Consultant.

Dairy Testing Options – Liquid Manure, Solid Manure, Corn and Winter Forage Silage

National Pollutant Discharge Elimination System (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

Unregulated Contaminants Monitoring Rule (UCMR) Testing Options – List I and II

Global Labs, Inc.
doing business as
California Laboratory Services

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
CLSMold 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	–
			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)	165	100
EPA 9060	Carbon – Total	40	60
	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	–

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	65	-
	Gross Beta	65	-
	Stontium	155	-
	Radium 226	155	-
	Radium 228	215	-
	Radon	65	-
	Tritium	90	-
	Uranium	125	-
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	20	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	-
SM 5910B	UV254	45	-

Additional Preparations

CLS	Filtration	3/sample
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
--------	-------------	-------	-------

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	135	–
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) <i>(Ag,As,Ba,Be,Cd,Co,Cr,Cu,HgMo,Ni,Pb,Sb,Se,Tl,V,Zn)</i>	180	200
Drinking Water Metals (19) <i>(Ag,Al,As,B,Ba,Be,Cd,Cr,Cu,Fe,Hg,Mn,Ni,Pb,Sb,Se,Tl,V,Zn)</i>	200	–
LUFT/PET Metals (5) <i>(Cd,Cr,Ni,Pb,Zn)</i>	80	100
Priority Pollutant Metals (13) <i>(Ag,As,Be,Cd,Cr,Cu,Hg,Ni,Pb,Sb,Se,Tl,Zn)</i>	160	190
RCRA Metals (8) <i>(As,Ba,Cd,Cr,Hg,Pb,Se,Zn)</i>	120	150
Sacramento County Metals (10) <i>(Ag,As,Cd,Cr,Cu,Hg,Mo,Ni,Pb,Zn)</i>	225	–
NPDES Metals Analysis (16) <i>(Ag,Al,As,Ba,Be,Cd,Cr,Cu,Fe,Hg,Mn,Ni,Pb,Sb,Se,Tl,Zn)</i>	200	–
Lead/Copper Rule (2) <i>(Cu,Pb)</i>	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	85	85
EV–024/025	Tin, Organo	215	–

Additional Preparations

Title 22	STLC California WET: Citrate Buffer or D.I. Water	65	
EPA 1311	TCLP Metals Extraction	65	
EPA 3000 series	TTLC Metals Digestion (batch)	10	
CLS Filtration		3	
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)	950	–
	2,3,7,8 – TCDD only	450	–
EPA 1625 mod	NDMA	350	–
EPA 504.1	EDB and/or DBCP	70	–
EPA 506	DEHA/DEHP (by EPA 525.2)	175	–
EPA 507	Triazine Pesticides	125	–
EPA 508	Polychlorinated Biphenyls (PCBs)	85	–
	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	95	–
EPA 547	Glyphosates	95	–
EPA 548	Endothall	95	–
EPA 549	Diquat/Paraquat	95	–
EPA 550	Benzo(a)pyrene	175	–
EPA 552.2	Haloacidic Acids	90	–

Waste & Ground Water Series

EPA 1625 mod	NDMA	350	–
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)	115	115
EPA 610	Polynuclear Aromatic Hydrocarbons (PAHs)	175	–
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	245	–
	Phthalate Esters only	175	–
EPA 632	Carbamates	215	–
	Duiron only	215	–

Solid Waste Series

EPA 8010	Purgable Halocarbons (by EPA 8260B)	100	130
EPA 8015 mod	TPH – Gasoline only	35	35
	TPH – Extractables (Diesel/Oil)	55	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
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)	950	–
	2,3,7,8 – TCDD only	450	–

Additional Preparation

EPA 1311	TCLP Semi-Volatile Organics/Pesticides	65
	TCLP Volatiles Extraction (ZHE)	135
N/A	Sample Composite	3/sample

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	1.6 times the normal fee
3 Day	1.3 times the normal fee
4 Day	1.1 times the normal fee

Report Rates

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

Additional Service Charges

Hazardous Materials	Handling & Proper Disposal of Hazardous Materials	5
	Archival Service (Samples held up to six (6) 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
Miscellaneous	Court Testimony	100/hour