

# ORIGINAL

MDK, LLC

doing business as

**Western Environmental Testing Laboratory**

Laboratory Testing and Analysis Services

## AGREEMENT FOR SERVICES #4955

**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 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") and whose agent for service of process is C T Corporation System, whose address is 28 Liberty Street, New York, New York 10005;

## RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to provide laboratory testing and analysis services for erosion control and water quality projects in the Tahoe Basin;

**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**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), 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, subconsultants, materials, equipment, and services necessary to provide laboratory testing and analysis services on County's soil, storm water, and snowmelt samples. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

All of the tasks included in Exhibit A are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultants for services rendered under this Agreement.

For each laboratory testing and analysis assignment, County's Contract Administrator will issue a written Work Order to Consultant specifying the constituents to be analyzed, any required deliverables, including reports or other documents to be supplied in connection with the assignment, a specific date by which the work shall be completed, a not-to-exceed cost to complete the work, and any subconsultants, if applicable. Consultant, and any subconsultants, shall not commence work prior to receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

If a submittal or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 (specifically MS Word, MS Excel or MS Project). 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 applications 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. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A, Scope of Work, herein. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. The period of performance for a Work Order may only be extended by a written amendment to the Work Order that is signed by both parties. No Work Order will be valid if it exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties and shall cover the period of July 7, 2020 through July 6, 2023.

## **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, the billing rates shall be in accordance with Exhibit B, marked "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, 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 backup 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 Building  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Brendan Ferry  
Planning Manager

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.

#### **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 of earlier termination of all services under this Agreement, ownership and title to all reports, documents, and any and all other materials for data produced or obtained as part of the 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 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 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, 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 Planning and Building Department 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 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. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants authorized in individual Work Orders issued pursuant to this Agreement, for the particular tasks, work, and deliverables identified therein. An approved Work Order shall be obtained by Consultant prior to a subconsultant commencing any work under this Agreement. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

## ARTICLE X

**Independent Contractor/Liability:** Contractor 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. Contractor 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.

Contractor 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 and subcontractors. 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 Contractor, subcontractors, 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, and any Work Orders issued pursuant to 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, 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 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 Orders issued pursuant to 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 Work Order or 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  
Department of Planning and Building  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Brendan Ferry  
Planning Manager

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 Testing Laboratory  
475 East Greg Street, Suite 119  
Sparks, Nevada 89431

Attn.: Michelle Sherven, 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:** 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,

subconsultants, 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.

#### **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. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- 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 thirty (30) days 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 in respect to 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 in respect to 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.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

## **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**

**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 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 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, representatives, and subconsultants 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, 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 XXII**

**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 XXIII**

**County Payee Data Record Form:** All independent consultants 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**

**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 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.

#### **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 Brendan Ferry, Planning Manager, Planning and Building Department, Long Range Planning Division, 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 XXIX**

**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 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.

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

--COUNTY OF EL DORADO--

By: *mw* *Laura Schwartz*

Dated: *7/6/2020*

Purchasing Agent  
Chief Administrative Office  
"County"

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

By: *Michelle Sherven*

Dated: *6-30-2020*

Michelle Sherven  
President  
"Consultant"

**MDK, LLC  
dba  
Western Environmental Testing Laboratory  
Exhibit A  
Scope of Work**

Consultant shall perform laboratory testing and analysis as directed by County staff to analyze various water quality parameters.

**Task 1. Testing and Analysis**

- A. Consultant shall perform laboratory testing and analysis as directed by County's Contract Administrator and as specified in the corresponding chain of custody form, which shall specify the constituents to be analyzed. County's Contract Administrator will specify in the written Work Order, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost amount to complete the work. Exhibit B, Fee Schedule, herein indicates the analytical protocol and cost for each analytical procedure and sample to be analyzed. Consultant shall conduct the analysis for each constituent as specified in Exhibit B, Fee Schedule. Any changes to the analysis or reporting shall be requested by Consultant and approved by County's Contract Administrator prior to analysis/reporting.
- B. County staff will perform all sample collection. County will ship all samples to Consultant via UPS or FedEx. Consultant shall receive all samples and shall process the samples using analytical procedures, according to established protocols and holding times for each constituent identified in the corresponding chain of custody form.
- C. Consultant shall submit analytical reports documenting all requested analysis for various water quality parameters. Consultant shall submit reports in both electronic and hard copy formats for County's Contract Administrator's review and approval. Consultant shall discuss any issues or problems that may arise with County's Contract Administrator prior to analysis. Consultant shall document problems or modifications in the corresponding chain of custody form.

**Task 2. Data Analysis and Reporting**

- A. Consultant shall screen analytical data in terms of the correct sample identification, reported value, event representativeness, reporting completeness, typographical errors, and apparent incongruities in the reported values.
- B. Consultant shall evaluate data quality in terms of reporting limits, holding times, contamination, precision, and accuracy using the established

procedures and criteria. Consultant shall flag all data that does not meet the required data quality objectives.

**Standard Turn-around Times:**

**Verbal Results:** Standard turn-around time is ten (10) working days from date of sample receipt.

**Hardcopy Report:** Standard turn-around time is fifteen (15) working days from date of sample receipt.

**Rush Analyses:** Must be scheduled with the laboratory before sample submittal.

**Reporting:** Consultant shall report all laboratory data in both hard copy and electronic format (CD or email) to County's Contract Administrator.

**Hard Copy Reports**

Consultant shall include the following in its hard copy reports:

- A. A results page including parameters, methods references, sample results, reporting limits, units, sample extraction dates, and sample analysis dates. The results page should identify any problems/issues that may have been encountered during analysis.
- B. A Quality Control page showing the results of method blanks, laboratory control samples (LCS), matrix spike (MS), and matrix spike duplicate (MSD) results, if applicable.
- C. A copy of the chain of custody form shall be submitted with the samples.

**Electronic Copy Reports**

Consultant shall submit electronic copies of the analysis to County, which shall include all the information listed in the Hard Copy Reports section above.

Consultant shall also include reports from subconsultants when applicable.

**Holding Times**

Table 1 below summarizes the maximum holding times recommended by the Environmental Protection Agency (EPA) and the minimum required volumes required for analyses by Consultant for soil and water matrices.

**Table 1 - Consultant's Recommended Minimum Required Volumes and EPA Maximum Hold Times for Soil and Water Matrices**

Constituent	SOIL SAMPLES		WATER SAMPLES	
	Minimum Required Volume (g)	Maximum Allowable Hold Time: Soil	Minimum Required Volume (mL)	Maximum Allowable Hold Time: Water
Nitrogen Kjeldahl, total	20	NA	500	28 days
Nitrogen, ammonia	200	NA	400	28 days
Nitrogen, nitrate	200	NA	100	48 hr
Nitrogen, nitrite	200	NA	100	48 hr
Phosphate, ortho	200	NA	100	48 hr
Phosphorus, total	200	NA	250	28 days
Phosphorus, dissolved	200	NA	250	28 days
Particle Size Distribution	2000	NA	500	NA
Solids, total suspended	NA	NA	250	7 days
Turbidity	NA	NA	100	48 hr
Biologically Available Iron	NA	NA	250	6 months
Total Iron	NA	NA	250	6 months
Oil and Grease	NA	NA	1000	28 days
Cyanide	NA	NA	500	14 days
Mercury	NA	NA	500	28 days
Metals by EPA200.7	NA	NA	500	6 months

**General Notes:**

Please note that nitrate as N, nitrite as N, dissolved O-PO<sub>4</sub>, and turbidity have forty-eight (48) hour EPA recommended hold times.

Analysis may be permitted past the holding time at the discretion of County's Contract Administrator.

MDK, LLC  
dba  
Western Environmental Testing Laboratory

Exhibit B

FEE SCHEDULE

---

General Chemistry

Alkalinity (Total, HCO <sub>3</sub> , CO <sub>3</sub> , & OH)	2320B	\$17.30
Acidity	2310B	\$17.30
Biochemical Oxygen Demand	5210B	\$38.07
Carbonaceous BOD	5210B	\$38.07
Chloride	300.0	\$17.30
Color	2120B	\$17.30
Conductivity, Electrical	2510B	\$11.54
Resistivity (Paste) (2510B)	Resistivity	\$17.30
Chromium, Hexavalent	3500 Cr D	\$67.20
Cyanide, Total	4500 CNC	\$57.68
Cyanide, WAD	4500 CNI	\$57.68
Flash Point	1010	\$46.14
Fluoride	4500 FLC	\$17.30
MBAS (Foaming Agents)	5540C	\$71.52
Nitrogen, Ammonia	4500NH3B	\$28.84
Nitrogen, Nitrate	300.0	\$17.30
Nitrogen, Nitrite	300.0	\$17.30
Nitrogen, Nitrate + Nitrite	353.2	\$23.07
Nitrogen, Kjeldahl (TKN)	351.2	\$46.14
Odor	2150B	\$57.68
Oil and Grease	1664	\$92.29
pH, aqueous	4500H+B	\$11.54
pH, Solids	9045B	\$23.07
Phosphate, ortho	365.3	\$20.76
Phosphorus, total	365.3	\$23.07
Residual Chlorine	4500CLG	\$28.84
Solids, total	2540B	\$17.30
Solids, total dissolved	2540C	\$17.30
Solids, total suspended	2540D	\$17.30
Solids, total volatile suspended	160.4	\$28.84
Sulfate	300.0	\$17.30
Sulfide	Hach8131	\$23.07
Turbidity	180.1	\$17.30

### Microbiology

Total Coliform (colilert)	9223B	\$25.75
Total Coliform/ e.Coli (Quanti Tray)	9223B	\$34.61
Fecal Coliform (Membrane Filtration)	9222D	\$34.61

### Metals

Metals by ICP	200.7/6010	\$17.30
Metals by ICP/MS	200.8/6020	\$20.76
Mercury (by CVA)	245.1/7471	\$34.61
8 RCRA Metals	6010/7000	\$173.04
CAM 17 Metals	6010/7000	\$280.00

### Sample Preparation Charges

Digestion for total metals	\$17.30
TCLP Extraction for metals	\$80.75
STLC Extraction for metals	\$80.75
MWMP Extraction	\$80.75
Saturated paste extract	\$17.30
Soil extraction for soluble parameters	\$17.30
0.45 um filter for dissolved parameters	\$17.30

### Organic Analyses\*

TPH-gasoline	\$86.52
TPH-diesel & motor oil	\$86.52
TPH-Carbon Chain (Full TPH)	\$173.04
VOC's by GC/MS	\$154.50

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

## Group Analyses

---

### Waste Characterization Testing

<b>TCLP 7 /11,</b>	\$461.44
Includes 7 RCRA Metals, and 11 Organics	
<b>RCI</b>	\$230.72
Includes Reactive Cyanide, Reactive Sulfide, Corrosivity, and Ignitability	
<b>Asbestos in Solids</b>	\$30.90
<b>Lead in Paint</b>	\$34.60

---

### Mining Industry

<b>NDEP Profile I w/ Total Nitrogen add \$40</b>	\$365.65
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.	
<b>NDEP Profile II w/ Total Nitrogen add \$40</b>	\$47.15
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

<b>Leco Furnace Method</b>	\$149.97
<b>Peroxide Oxidizable Method</b>	\$53.06

---

### Corrosivity Testing

<b>pH, Resistivity, Sulfate, &amp; Chloride (includes prep)</b>	\$92.29
---	---------

## Drinking Water Group Analyses

---

<b>Nevada Domestic Well Test</b>	\$400.00
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	
<b>Regulated Inorganic Chemicals (phase II/V)</b>	\$317.24
Fluoride, Barium, Cadmium, Chromium, Mercury, Selenium, Nitrate, Nitrite, Total Nitrate + Nitrite, Antimony, Beryllium, Total Cyanide, Nickel, Thallium, and Arsenic	
<b>Secondary Drinking Water Standards</b>	\$346.08
Aluminum, Chloride, Color, Copper, Foaming Agents (MBAS), Iron, Magnesium, Manganese, Odor, pH, Silver, Sulfate, Total Dissolved Solids (TDS), Zinc, and Sodium	
<b>Lead and Copper Rule</b>	\$41.53
<b>Regulated Synthetic Organic Chemicals</b>	\$1,200.00
EPA Methods: 504.1, 507/508.1, 515, 525.2, 531.1, 547, 548.1, 549.2	
<b>Regulated Volatile Organic Chemicals (phase II/V)</b>	\$154.50
EPA Method 524.2	
<b>Disinfection Byproducts (DBP's)</b>	\$288.40
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)	\$150.00
Radon	\$106.00
<b>Asbestos in Drinking Water</b>	\$185.40

---

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

---

**Sample Pretreatment**

Organic or Carbonate Removal (PSA) \$11.54

**Traditional Particle Size – Pipette**

Total PSA (5 Sand, 2 Silt, Clay) \$123.60

Partial (Sand, Silt, Clay) \$74.98

**Laser Particle Size – Saturn Digisizer 5200**

Base Rate \$67.98

(Applies to pre-sieved (<1 mm) soils, <600mL sample volume)

Additional volume fee (>600mL sample volume) \$20.60

**Suspended Sediment Concentration**

(Applies to <1L sample volume)

\$57.68

Additional volume fee (>1L sample volume) \$18.54

**Reporting**

EDD Report Fee (per set of samples) \$11.54

---

**Misc. Subcontracted Analysis**

---

**Molecular Markers Analysis** \$1500.00

---

**Client Services & Other Charges**

---

**Administrative Fee (Per Invoiced Job)** \$25.00 per job

**Preparation of Sampling Plans & CCR's** \$74.98 per hour

**Sampling Services** \$74.98 per hour

**Sampling Instructions** No Charge

**Sample Containers & Preservatives and Coolers** No Charge

**CoC Forms, Custody Seals and Labels** No Charge

**Standard level QA/QC** No Charge

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.