

**Global Labs, Inc.**

**doing business as**

**California Laboratory Services**

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES #2098**

**THIS SECOND AMENDMENT** to that Agreement for Services #2098 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., a corporation duly qualified to conduct business in the State of California, doing business as California Laboratory Services, a California Small Business, Number 2916, whose principal place of business is 3249 Fitzgerald Road, Rancho Cordova, California 95742 (hereinafter referred to as "Consultant").

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide analysis of groundwater, surface water, storm water, wastewater, soil, hazardous materials, and hazardous waste sample testing for the Environmental Management Department pursuant to Agreement for Services #2098, dated March 13, 2018, and First Amendment to Agreement for Services #2098, dated March 9, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of March 12, 2024 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$300,000, for a new total not-to-exceed amount of \$900,000, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's invoice notice recipient information, and to include a new rate schedule to revise the rates for the services rendered, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the County notice recipients, amending **ARTICLE XIV, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVIII, Contract Administrator**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add Articles to the Agreement to include updated contract provisions, adding **Exhibit C, "California Levine Act Statement"**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #2098 on the following terms and conditions:

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

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on March 12, 2027, as amended.

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

**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 identifying the services rendered. Payments made prior to thirty (30) days will receive a two percent (2%) discount.

For the period beginning March 13, 2018, the effective date of the Agreement, and continuing through the day before the effective date of this Second Amendment to the Agreement, for the services provided herein, 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 County's Contract Administrator and Consultant, and consistent with the prevailing market rate for such test or method.

For the period beginning on the effective date of this Second Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. The parties recognize that in the performance of this Agreement, Consultant may be required to perform tests or may be required to employ test methods not listed on Amended Exhibit B. In such cases, Consultant shall be compensated at a price mutually agreed upon in writing by County's 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 \$900,000, as amended, inclusive of all work of subconsultants, and all costs, taxes, 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  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Jeffrey Warren  
Director

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.

**III. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:**

**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  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Jeffrey Warren  
Director

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

California Laboratory Services  
3249 Fitzgerald Road  
Rancho Cordova, California 95742

Attn.: Scott Furnas, President

or to such other location as Consultant directs.

- IV. **ARTICLE XXVIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

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

**ARTICLE V**

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

**ARTICLE VII**

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



#### **ARTICLE VIII**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Environmental Management 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.

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 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. The services provided by any subconsultant must be consistent with the prevailing market rate for such a test or method. Specific subconsultants shall be authorized pursuant to this Agreement. 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:** The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

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

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

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

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

#### **ARTICLE XII**

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

#### **ARTICLE XIII**

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

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:



1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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

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

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of ARTICLE XXI, Conflict of Interest.



- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the 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.

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#### **ARTICLE XVI**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, 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 Civil Code section 2778.

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

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

## **ARTICLE 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 (providing scope of coverage equivalent to ISO policy form CG 00 01) 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. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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.
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- 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 XX**

**Standards for Work:** Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultant authorized herein, have full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant or subconsultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

#### **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 the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, nor any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of County that are involved in this Agreement.

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

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

## **ARTICLE 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 and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of



California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

#### **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 and any of its subconsultants employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE 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.

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

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

#### **ARTICLE XXXIV**

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

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

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and



delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**ARTICLE XXXV**

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

**ARTICLE XXXVI**

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

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Except as herein amended, all other parts and sections of Agreement for Services #2098 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #2098 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas Dated: 3-12-24

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kiefer Dated: 3-12-24  
Deputy Clerk

--GLOBAL LABS, INC.  
doing business as  
CALIFORNIA LABORATORY SERVICES--

By: Scott Furnas Dated: 02/19/2024  
Scott Furnas (Feb 19, 2024 15:05 PST)  
Scott Furnas  
President and Chief Executive Officer  
"Consultant"

By: Scott Furnas Dated: 02/19/2024  
Scott Furnas (Feb 19, 2024 15:05 PST)  
Scott Furnas  
Corporate Secretary



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

**Amended Exhibit B**

**Amended Rate Schedule**

**MICROBIOLOGICAL SERVICES**

Method	Description	Water	Other
<b>General Analyses</b>			
SM 4500-Cl-G	Chlorine, Total/Residual	21	21
SM 5210B	BOD (Biochemical Oxygen Demand)	47	63
SM 5210B	CBOD (Carbonaceous Biochemical Oxygen Demand)	53	–
SM 9215	Heterotrophic Plate Count	37	53
MMO/MUG	Coliform (Presence/Absence)	32	–
SM 9221B	Coliform (Quantitray)	42	–
SM 9221	Coliform*– Total (ten [10] – fifteen [15] tube)	42	–
	Total & Fecal (ten [10] – fifteen [15] tube)	47	–
	Total, Fecal, & E.Coli (ten [10] – fifteen [15] tube)	53	–
SM 9230	Fecal Streptococci	53	68
HACH IRB-BART	Iron Bacteria (seven [7] day turnaround time [TAT], soil can be in jar)	37	42
California Laboratory Services (CLS) Mold Analysis (Direct Microscopic Identification; Tape, Swab, & Bulk)			
		37	47

\* For Coliform testing, twenty to twenty-five (20–25) tube and/or thirty to thirty-five (30–35) tube options are available with additional charge of five dollars (\$5) charge per dilution.

**Fish Bioassay Testing**

3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> Edition	Acute Toxicity – Screen	TBD	–
	Acute Toxicity – Definitive	TBD	–
2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> 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
<b>Commonly Combined Analyses</b>			
EPA/STDM	<b>General Minerals</b> – Alkalinity, Calcium, Chloride, Fluoride, Hardness, Potassium, Methylene blue active substances (MBAS), Magnesium, Sodium, Nitrate, Specific Conductance(EC), Sulfate, Total Dissolved Solids, and power of hydrogen (pH)	173	194
EPA/STDM	<b>General Physical</b> – Color, Odor, & Turbidity	47	–
SM 2330 B	<b>Calcium Saturation (Langelier) Index</b> – Alkalinity, Calcium, Hardness, pH, & Total Dissolved Solids	142	–
EPA/STDM	<b>RCI Index</b> – Reactivity/Corrosivity/Ignitability	158	158
EPA/STDM	<b>Total Nitrogen</b> – Total Kjeldahl Nitrogen (TKN) & Nitrate + Nitrite – N	84	105
EPA	<b>Langlier Index</b> – TDS, Ca, Alkalinity	79	–
	Specific Ultraviolet Absorption (SUVA) – Total Organic (TOC) Dissolved, Filtration UV254	63	–
<b>Individual Analyses</b>			
EPA 670/2–74–07	Acid Generation Potential	–	158
SM 2310	Acidity	37	53
SM 2320B	Alkalinity	26	37
SM 4500–NH <sub>3</sub> –C	Ammonia (with distillation)	47	47
EPA 300.0	Anions: Bromide, Chloride, Fluoride, Nitrate, Nitrite, Sulfate (rate given per anion)	26	32
EPA 300.1	Anions: Bromate, Chlorite, Chlorate, Chloroamine, Iodide (rate given per anion)	26	32
SM 5210B	BOD (Biochemical Oxygen Demand)	47	53
EPA 100.2	Asbestos (EPA 600/R–94/134)	173	105
EPA 9060	Carbon – Total	42	63
	Total Organic (TOC) (also by SM 5310B)	42	53
	Total Inorganic	42	53
	Dissolved Inorganic	47	53
	Dissolved Organic	47	53
SM 5210B	CBOD (Carbonaceous Biochemical Oxygen Demand)	53	–
EPA 410.4	COD (Chemical Oxygen Demand)	37	47
SM 4500–Cl–G	Chlorine, Total/Residual	21	21
SM 2120B	Color	16	–
EPA 120.1	Conductivity	11	15
SM 4500–CN –E	Cyanide, Total	58	68
EPA 9014	Cyanide, Total	58	68
SM 4500–CN–G	Cyanide Amenable	105	126
SM 2540B	Dissolved Fixed Solids	32	–
SM 4500–O–G	Dissolved Oxygen	16	–
SM 3500–Fe–D	Ferrous Iron	42	42
EPA 1010	Flash Point (Ignitability)	58	68



SM 4500-F-C	Fluoride (probe)	42	-
SM 2340B	Hardness	32	37
EPA 7196	Hexavalent Chromium (Cr <sup>VI</sup> )	53	63
EPA 7199/218.6	Hexavalent Chromium (Cr <sup>VI</sup> )	68	89
LUFT	Lead, Organic	84	84
SM 5540C	MBAS Surfactant (soaps)	47	57
EPA 670/2-74-07	Neutralization Potential	-	105
SM 4500-NO <sub>3</sub> -E	Nitrate + Nitrite as Nitrogen	31	53
SM 2150B	Odor	16	-
SM 4500-P	Ortho-phosphate	47	42
EPA 9095	Paint Filter Liquids Test	42	42
SM 2540B	Percent Moisture	-	26
EPA 314.1	Perchlorate	68	95
EPA 331	Perchlorate (Low Level)	184	263
SM 4500-H-B	pH	16	-
EPA 9045	pH	-	21
EPA 420.1	Phenols	84	-
SM 4500-P	Phosphorus, Total	47	53
EPA 900 series	<b>Radiologicals, Individual, not ELEMENTAL</b>		
	Gross Alpha	85	-
	Gross Beta	85	-
	Stontium	163	-
	Radium 226	163	-
	Radium 228	226	-
	Radon	140	-
	Tritium	175	-
	Uranium	131	-
SW 847	Reactivity	131	158
SM 2580	Redox Potential	47	47
SM 210B	Salinity	16	26
SM 2330B	Saturation/Corrosivity Index	142	-
SM 2710F	Specific Gravity	21	79
SM 4500-S-F	Sulfide	37	-
SM 4500-SO <sub>3</sub> -B	Sulfite	47	-
SM 5550B	Tanins & Lignins	47	58
EV-024/025	Tin, Organo	184	-
SM 2540C	Total Dissolved Solids (TDS)	26	-
SM 2540C	Total Dissolved Volatile Solids (TDVS)	32	-
EPA SM 4500-NH <sub>3</sub> -C	Total Kjeldahl Nitrogen (TKN)	58	63
SM 2540F	Total Settleable Solids	32	-
SM 2540B	Total Solids (TS)	32	-
SM 2540D	Total Suspended Solids (TSS)	37	-
EPA 160.4	Total Volatile Solids (TVS)	42	-
EPA 160.4	Total Volatile Suspended Solids (TVSS)	42	-
EPA502.2	TTHM Formation Potential	63	-
EPA 180.1	Turbidity	16	-
SM 5910B	UV254	47	-

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 inductively coupled plasma (ICP)	21	26
EPA 200.8/6020	Metals ICP/MS	26	32
EPA 7000	Metals by Graphite Furnace	26	32

\* 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 (SiO<sub>2</sub>)(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	47	58
	Low Level	95	–
EPA 1631	Mercury* – Ultra Low Level	200	–
EPA 7470/7471A	Mercury – Cold Vapor	58	58
EPA 1630/1631E	Methyl Mercury*	290	394

\* 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)		189	210
	(Ag, As, Ba, Be, Cd, Co, Cr, Cu, H, gMo, Ni, Pb, Sb, Se, Ti, V, Zn)		
Drinking Water Metals (19)		210	–
	(Ag, Al, As, B, Ba, Be, Cd, Cr, Cu, Fe, Hg, Mn, Ni, Pb, Sb, Se, Ti, V, Zn)		
LUFT/PET Metals (5)		84	105
	(Cd, Cr, Ni, Pb, Zn)		
Priority Pollutant Metals (13)		168	196
	(Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Ti, Zn)		
RCRA Metals (8)		126	158
	(As, Ba, Cd, Cr, Hg, Pb, Se, Zn)		
Sacramento County Metals (10)		236	–
	(Ag, As, Cd, Cr, Cu, Hg, Mo, Ni, Pb, Zn)		
NPDES Metals Analysis (16)		210	–
	(Ag, Al, As, Ba, Be, Cd, Cr, Cu, Fe, Hg, Mn, Ni, Pb, Sb, Se, Ti, Zn)		
Lead/Copper Rule (2)		42	–



(Cu,Pb)

#### Additional Metals Analyses

EPA 200.7	Acid Soluble Aluminum	53	–
SM 3500–Fe–D	Ferrous Iron	42	63
EPA 7196	Hexavalent Chromium (Cr <sup>VI</sup> )	47	58
EPA 7199/218.6	Hexavalent Chromium (Cr <sup>VI</sup> )	68	89
LUFT	Lead, Organic	89	89
EV–024/025	Tin, Organo	226	–

#### Additional Preparations

Title 22	STLC California WET: Citrate Buffer or D.I. Water	68	
EPA 1311	Toxicity characteristic leaching procedure (TCLP) Metals Extraction	68	
EPA 3000 series	TTLT Metals Digestion (batch)	11	
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
<b>TCLP Analyses</b>			
EPA 8151A	TCLP Herbicide Analysis	–	210
EPA 8081A	TCLP Pesticide Analysis	–	131
EPA 8270C	TCLP Semi-Volatile Analysis	–	336
EPA 8260B	TCLP Volatile Organic Analysis	–	210
<b>Total Recoverable Petroleum Hydrocarbons (TRPH)</b>			
EPA 1664A	Oil and Grease	63	63
	Oil and Grease with Silica Gel Treatment (SGT)	74	74
<b>Drinking Water Series</b>			
CA/DOHS	1,2,3 – TCP	147	–
EPA 1613	Dioxin – PCDD/F (Cl <sub>4</sub> – Cl <sub>8</sub> )	950	–
	2,3,7,8 – TCDD only	450	–
EPA 1625 mod	NDMA	368	–
EPA 504.1	EDB and/or DBCP	74	–
EPA 506	DEHA/DEHP (by EPA 525.2)	184	–
EPA 507	Triazine Pesticides	131	–
EPA 508	Polychlorinated Biphenyls (PCBs)	89	–
	Pesticides and Polychlorinated Biphenyls (PCBs)	121	–
EPA 515.1	Herbicides	173	–
EPA 524.2	GC/MS Volatile Organics (Regulated List)	137	–
	GC/MS Volatile Organics (CLS Full List)	147	–
	Purgeable Aromatics and Halocarbons only	137	–
	Trihalomethane only (THMs)	84	–

	MTBE only	84	—
EPA 525.2	GC/MS Semi-Volatile Organics	285	—
EPA 531.1	Carbamates	190	—
EPA 547	Glyphosates	170	—
EPA 548	Endothall	145	—
EPA 549	Diquat/Paraquat	150	—
EPA 550	Benzo(a)pyrene	184	—
EPA 552.2	Haloacidic Acids	95	—

#### Waste & Ground Water Series

EPA 1625 mod	NDMA	368	—
EPA 420.1	Phenolics	84	—
EPA 601	GC Volatile Organics (by EPA 624)	79	—
EPA 602	GC Volatile Organics (by EPA 624)	79	—
EPA 608	Polychlorinated Biphenyls (PCBs)	89	100
	Pesticides and Polychlorinated Biphenyls (PCBs)	121	121
EPA 610	Polynuclear Aromatic Hydrocarbons (PAHs)	184	—
EPA 624	GC/MS Volatile Organics (Full List)	137	—
	GC/MS Volatile Organics (Low Level)	168	—
	Purgeable Aromatics and Halocarbons only	137	—
EPA 625	GC/MS Semi-Volatile Organics	257	—
	Phthalate Esters only	184	—
EPA 632	Carbamates	226	—
	Duiron only	226	—

#### Solid Waste Series

EPA 8010	Purgable Halocarbons (by EPA 8260B)	105	137
EPA 8015 mod	TPH – Gasoline only	37	37
	TPH – Extractables (Diesel/Oil)	58	58
	Ethylene Glycol	126	126
EPA 8015B	Ethanol/Methanol	120	131
EPA 8020	Purgable Aromatics (by EPA 8260B)	105	294
EPA 8021B	TPH – BTEX only	42	37
EPA 8082	Polychlorinated Biphenyls (PCBs)		95
EPA 8270C	Phenols	184	184
	Phthalate Esters	184	184
	Polynuclear Aromatic Hydrocarbons (PAHs)	200	200
EPA 8310C	Polynuclear Aromatic Hydrocarbons (PAHs)	184	184
EPA 8315	Formaldehyde	184	263
EPA 8316	Acrolein & Acrylonitrile	152	152
EPA 8330	Nitroaromatics/Nitroamines (Explosives)	156	—
EPA 8081A	Organochlorine Pesticides	121	131
EPA 8141A	Organophosphorus Pesticides	184	168
EPA 8151A	Chlorophenoxyacid Herbicides	205	184
EPA 8260B	GC/MS Volatile Organics	137	147
	GC/MS Volatile Organics (Low Level)	137	—
	5 Oxygenates	105	105



	7 Oxygenates (5 Oxygenates + Ethanol/Methanol by EPA 8015)	126	105
	TPH – Gasoline, BTEX, & MTBE	105	126
	TPH – Gasoline only	47	47
	TPH – BTEX only	47	47
	TPH – MTBE only	47	47
	TPH – Gasoline/BTEX	47	–
EPA 8270C	GC/MS Semi-Volatile Organics (Full List)	278	294
EPA 8280	Dioxin – PCDD/F (Cl <sub>4</sub> – Cl <sub>8</sub> )	900	–
	2,3,7,8 – TCDD only	450	–
EPA 8290	Dioxin – PCDD/F (Cl <sub>4</sub> – Cl <sub>8</sub> )	950	–
	2,3,7,8 – TCDD only	450	–

#### Additional Preparation

EPA 1311	TCLP Semi-Volatile Organics/Pesticides	68
	TCLP Volatiles Extraction (ZHE)	142
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

**Weekends and County-Recognized Holidays:** Services scheduled in advance for receipt and analysis on a weekend or County-recognized holiday shall be charged on a modified schedule of up to five (5) times the normal fee for analysis.

#### Report Rates

Deliverables	Write On Report	\$10
	Geotracker Report	\$27
	EDD Report	\$27
	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 Hourly Rate	\$100

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

**Exhibit C**

**California Levine Act Statement**

**California Levine Act Statement**

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

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

02/06/2024

Date

California Laboratory Services

Type or write name of company

Scott Furnas

Scott Furnas (Feb 6, 2024 04:04 P. T.)

Signature of authorized individual

Scott Furnas

Type or write name of authorized individual