

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: AGREEMENT WITH ASSOCIATED LABORATORIES TO PROVIDE WATER QUALITY LABORATORY SERVICE

From: William E. Murray
Dept: Public Works
Date: August 28, 2012

OBJECTIVE

To request the City Council approve an agreement with De Par, Inc. doing business as Associated Laboratories (hereafter referred to as Associated Laboratories) for water quality laboratory service.

BACKGROUND

As part of the Safe Drinking Water Act, the California Department of Public Health (CDPH) requires all water agencies to report water sampling results from water facilities on a weekly, quarterly, annually and triennial basis, for the purpose of monitoring levels of contaminants. Associated Laboratories currently provides water quality laboratory services for all City-owned water facilities.

DISCUSSION

Staff requested proposals from three (3) laboratories to provide water quality laboratory services. Out of those three (3), only two (2) consultants responded in the allotted time, Associated Laboratories and Truesdail Laboratories. The third laboratory, Test America, submitted their proposal past the deadline.

Three staff members rated the proposals on the basis of the laboratories' knowledge, project team experience, schedule and references. Based on evaluation results, Associated Laboratories rated highest on its ability to provide water quality laboratory services.

The following table provides a summary of the ratings with the highest total being the most qualified:

	Associated Laboratories Orange, CA	Truesdail Laboratories Tustin, CA
<i>Rater A</i>	166.6	167
<i>Rater B</i>	159.5	148
<i>Rater C</i>	162	146
Totals	488.1	461

Upon selection of the most qualified firm, Water Services staff interviewed Associated Laboratories and negotiated the terms of the attached agreement.

FINANCIAL IMPACT

Water Funds in the amount of \$175,000 were appropriated in the FY 2012/13 Budget for this project. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with DePar, Inc. dba Associated Laboratories for water quality laboratory services, in the amount not to exceed \$175,000; and
- Authorize the City Manager to execute the attached Professional Service Agreement with Associated Laboratories, and make minor modifications as appropriate on behalf of the City.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer


By: David E. Entsminger
Water Services Manager

Attachment: Professional Service Agreement

Recommended for Approval


Matthew Fertal
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the ____ day of _____, 2012, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and De Par, Inc. doing business as Associated Laboratories, a California corporation, hereinafter referred to as "Laboratory." City and Laboratory are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for a contractor to furnish all labor, materials and equipment to provide water chemical analysis of water samples for the City of Garden Grove.

WHEREAS, City desires to retain a Laboratory to provide such services; and

WHEREAS, Laboratory is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

City agrees to retain Laboratory, and Laboratory agrees to perform the services set forth in the Scope of Services described as Exhibit A - Schedule of Required Tests, attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Laboratory agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Laboratory's profession. By executing this Agreement, Laboratory warrants that it has carefully considered how the work should be performed and fully understands the difficulties and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall

remain and continue in effect unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Laboratory shall keep complete, accurate, and detailed accounts of all costs and expenditures pertaining in any way to this Agreement. Upon request of City, Laboratory shall provide City with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Laboratory shall bill for the Services provided by Laboratory to City on a per sample basis and in accordance with scope of services and the charges and fee schedule attached as Exhibit "A" except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$35,000 per year and not to exceed \$175,000 over the five-year contract period.

C. Monthly Payment

1. City agrees to pay Laboratory monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "A" and "B" attached hereto based upon actual time spent providing the services outlined in this Agreement. Laboratory shall submit to City monthly statements requesting payment. Such requests shall be based upon the number of samples and value of the Services performed by Laboratory under this Agreement and shall be prepared by Laboratory and accompanied by such reporting data including a detailed breakdown of all costs incurred during the period covered by the statement, as may be required by City. Invoices shall be submitted on or before the second week of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Laboratory within thirty (30) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Laboratory and may withhold the payment amount for the unfinished work accordingly.

2. Laboratory shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance in writing by the City Manager or his or her designee.

3. Laboratory shall not be compensated for any services rendered in the event that a sample is broken, lost or rendered unusable due to violation(s) of applicable EPA methods including time sensitive testing after custody has been relinquished by City.

IV. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Laboratory thirty (30) days written notice. Upon said notice, City shall pay Laboratory its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Laboratory shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Laboratory shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Laboratory will submit an invoice to City pursuant to Section 3. Laboratory may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

V. DEFAULT OF LABORATORY

A. Laboratory's failure to comply with the provisions of this Agreement shall constitute a default. In the event Laboratory is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Laboratory for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Laboratory.

B. If the City Manager, or his/her designee, determines that Laboratory is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Laboratory in writing of such default. Laboratory shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Laboratory fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Laboratory shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, re-procurement costs of the same or similar services defaulted by Laboratory under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Laboratory a City employee. During the performance of this Agreement, Laboratory and its officers, employees, and agents shall act in an independent capacity and shall not

act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Laboratory shall at all times be under Laboratory's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Laboratory or any of its officers, employees, or agents, except as set forth in this Agreement. Laboratory, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Laboratory shall not incur or have the power to incur any debt obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Laboratory, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Laboratory as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Laboratory for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Laboratory, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Laboratory's officers, employees, servants, representatives, subcontractors, or agents, Laboratory shall indemnify City for all such financial obligations.

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Laboratory, its principals and employees were a substantial inducement for City to enter into this Agreement. Laboratory may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Laboratory shall not contract with any other person or entity to perform the Services required without written approval of City. If Laboratory is permitted to subcontract any part of this Agreement by City, Laboratory shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Laboratory. City will deal directly with and will make all payments to Laboratory as provided for in Section III.

IX. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

X. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

XI. INSURANCE

- A. COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and a waiver of subrogation **for each policy** against the CITY, its officers, officials, agents, employees, and volunteers.
- B. WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- C. INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
1. Commercial general liability in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate,; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 2. Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 3. Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY

and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 6.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 6.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide the schedule of underlying policies for an excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

Contractor agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by laboratory agrees to monitor and review all such coverage

and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

XII. INDEMNITY

To the fullest extent permitted by law, Laboratory shall indemnify, defend (at Laboratory's sole cost and expense), protect and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Laboratory's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Laboratory, its agents, employees, or subcontractors, or arise from Laboratory's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Laboratory's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Laboratory shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Laboratory will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Laboratory is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Laboratory to any extent, then City will reimburse Laboratory for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Laboratory for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Laboratory or any parties other than Indemnified Parties against such Claims.

Laboratory's liability for indemnification hereunder is in addition to any liability Laboratory may have to City for a breach by Laboratory of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Laboratory's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without

limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Laboratory's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

XIII. COMPLIANCE WITH LAW

A. Laboratory certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Laboratory is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Laboratory agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Laboratory shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Laboratory shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its councilmembers, officers, employees, and agents shall not be liable at law or in equity for Laboratory's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Laboratory represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Laboratory represents and warrants to City that Laboratory shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Laboratory to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Laboratory in the performance of this Agreement shall be considered confidential and shall not be released by Laboratory without City's prior written authorization. Laboratory, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project within City. Response to a subpoena or court order shall not be

considered "voluntary" for the purposes of this Section, provided Laboratory gives City proper notice of such subpoena or court order. Laboratory shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Laboratory, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Laboratory and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Laboratory agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Laboratory, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents for this project shall become the property of City upon the termination or completion of the work. Laboratory agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XVIII. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the

covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

XIX. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843
Attention: Water Quality Supervisor

To Laboratory: Associated Laboratories
806 North Batavia St.
Orange, CA 92868
Attention: Tito Parola

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability

excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Laboratory covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Laboratory warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Laboratory's fees.

XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Laboratory, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Laboratory or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Laboratory as of the day and year first above written.


CITY OF GARDEN GROVE

By: _____
Matthew J.Fertal
City Manager

ATTEST:

By: _____
Kathy Bailor
City Clerk

De Par, Inc., dba Associated Laboratories, a
California corporation

By:  _____
President

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

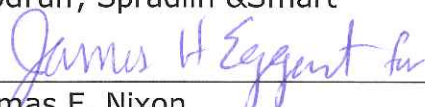
By:  _____
Thomas F. Nixon
City Attorney

Exhibit A – Schedule of Required Tests

Analysis	Frequency	Total	Unit Cost
Colisure	Weekly	33	\$7.00
Total Phosphate	Monthly	8	\$20.00
MTF	Monthly	12	\$10.50
Color *	Monthly	33	\$6.50*
Odor *	Monthly	33	NA *
Turbidity *	Monthly	33	NA *
HAA5s	Quarterly	8	\$130.00
TTHMs	Quarterly	8	\$35.00
Iron	Monthly	1	\$15.00**
Manganese	Monthly	1	\$15.00**
Total Hardness	Monthly	1	\$12.00 **
Soluble Sulfides	Quarterly	4	\$22.00 ***
TDS	Quarterly	4	\$19.00***
Nitrates	Weekly	4	\$15.00
Lead	Triennially	55	\$15.00****
Copper	Triennially	55	\$15.00****


*Color, Odor and Turbidity are all included in a Physical Analyses. The cost per sample for Physical Analyses is \$6.50.

**Iron, Manganese and Total Hardness done as a group (which is how you usually ask for them) is \$31.53 per sample. (A \$10.47 discount per sample)

***Soluble Sulfides and TDS done as a group (which is how you usually ask for them) is \$33.00 per sample. (A \$8.00 discount per sample)

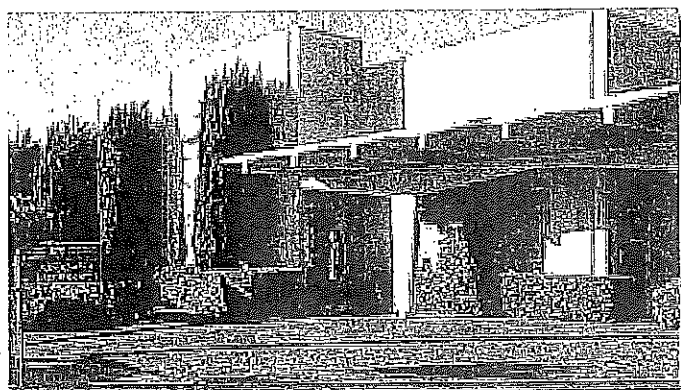
****Lead and Copper done as a group (which is how you usually ask for them) is \$28.00 per sample. (A \$2.00 discount per sample)

ASSOCIATED LABORATORIES, by:


 Tito L. Parola
 President

Associated Laboratories

Since 1922



Associated Laboratories main laboratory facility located in Orange, California.

Fee Schedule for 2011

*806 North Batavia Street
Orange, California 92868
714-771-6900*

Organic AnalysisCost

1,2-Dibromo-3-chloropropane (DBCP), 1,2-Dibromoethane (EDB), 1,2,3-Trichloropropane (TCP) by EPA 504.1	\$ 50.00
1,4-Dioxane by EPA 8270 SIM - Isotope Dilution	\$ 110.00
Carbon Chain by EPA 8015M	\$ 45.00
Diesel by EPA 8015/DRO	\$ 45.00
Ethanol/Methanol by EPA 8015M	\$ 50.00
Gasoline by EPA 8015M/GRO	\$ 30.00
BTEX by EPA 8021	\$ 45.00
Herbicides by EPA 8151	\$ 130.00
Motor Oil by EPA 8015M	\$ 50.00
Organochlorine Pesticides by EPA 8081/ EPA 608	\$ 80.00
Organophos Pesticides by EPA 8141	\$ 100.00
PCB by EPA 8082	\$ 65.00
Polynuclear Aromatic Hydrocarbons by EPA 8270/ 8310	\$ 110.00
Semi Volatiles by EPA 8270/ EPA 625	\$ 150.00
Volatiles by EPA 8260/EPA 624/ EPA 524.2	\$ 80.00

Air AnalysisCost

Fix Gases by EPA 3C	\$ 60.00
Oxygenates by EPA TO 15	\$ 85.00
Volatiles by EPA TO 15	\$ 125.00
Gasoline by EPA TO 3M	\$ 50.00
C1 - C6	
Alkanes by EPA TO 3M	\$ 70.00
Hydrogen Sulfide by ASTM D5504M	\$ 60.00

MetalsCost

ICP Metals by EPA 200.7/6010 full scan	\$ 130.00
ICP-MS Metals by EPA 200.8/6020 full scan	\$ 150.00
ICP Metals by EPA 200.7/ 6010 single element	\$ 20.00
ICP-MS Metals by EPA 200.8 / 6020 single element	\$ 25.00
Mercury EPA 245.1/ 7470/ 7471	\$ 45.00
Title 22 Metals by EPA 6010	\$ 100.00
RCRA Metals by EPA 6010	\$ 95.00
STLC Extraction	\$ 30.00
TCLP Extraction	\$ 30.00

Equipment

Cost

EPA 5035 Kits for VOCs and or Gasoline	\$ 7.00
1 Liter Canisters	\$ 30.00
6 Liter Canisters	\$ 40.00
Regulators	\$ 20.00
Tubing	\$3.00/ft.

Field Services

Cost

ISCO setup and take down	\$ 95.00
Grab samples	\$ 50/hour
Courier Service	\$ 20.00

<u>Surcharges for accelerated Turnaround Time will be applied to analysis costs as follows:</u>	
Surcharge for Turnaround Time of Three (3) Business Days (50%)	50%
Surcharge for Turnaround Time of Two (2) Business Days (75%)	75%
Surcharge for Turnaround Time of one (1) Business Days (100%)	100%
Surcharge for Turnaround Time of Same (0) Business Day (200%)	200%

These TATs are good faith best efforts subject to the nature of sample analysis of environmental matrices.

If a sample causes GCMS interferences due to the presence of organics above "trace" levels, CRG may ask for: Additional TAT (unpenalized) to accommodate Additional Laboratory Cleanup Procedures, or Surcharge for Additional Laboratory Cleanup Procedures (per organics group)

QA/QC Sample Volume: Provided enough sample volume, the above pricing would include analysis of all laboratory QA/QC samples, on a minimum frequency of 1/batch for the purpose of testing for laboratory contamination, accuracy and precision. QA/QC samples would include the appropriate process blanks, laboratory duplicates, matrix spikes/matrix spike duplicates, laboratory control materials, certified reference materials and/or surrogate spikes.

Wet ChemistryCost

Acidity by SM 2310-B	\$ 18.00
Alkalinity, Total by SM 2320-B	\$ 18.00
Ammonia by EPA 350.2	\$ 27.00
Anions (fluoride, chloride, nitrate, nitrite, bromide, o-phosphate, sulfate)	\$ 90.00
BOD by SM 5220-C	\$ 35.00
Bromate by EPA 300.1	\$ 50.00
Chemical Oxygen Demand by EPA 410.4	\$ 30.00
Chlorate by EPA 300.1	\$ 50.00
Chloride by EPA 300.0	\$ 18.00
Chlorine, Total and free by SM 4500-CL	\$ 20.00
Chlorophyll by SM10200-H	\$ 50.00
Color by SM 2120-B	\$ 15.00
Corrosivity by EPA 1110	\$ 120.00
Cyanide, Total by EPA 335.4	\$ 50.00
Fluoride by SM 4500-F-C (ISE)	\$ 22.00
Formaldehyde by AOAC 964.21	\$ 35.00
Free Carbon Dioxide CO ₂ -C by SM 4500-CO ₂ -C	\$ 18.00
Hardness by calculation SM 2340 B	\$ 15.00
Hexavalent Chromium by 218.6/ 7199	\$ 70.00
Hexavalent Chromium by 7196	\$ 35.00
Ignitability closed cup by ASTM D93-08	\$ 60.00
Inorganic Nitrogen	\$ 60.00
Iodide by EPA 300.0	\$ 50.00
MBAS by EPA 425.1	\$ 45.00
Merchaptans by ALCH 4028	\$ 60.00
Moisture	\$ 20.00
Nitrate-Nitrite-N by EPA 300.0/ 353.2	\$ 25.00
Odor by SM 2150-B	\$ 15.00
Oil & Grease by EPA 1664 HEM/SG-HEM	\$ 40.00
Organic Nitrogen	\$ 60.00
ortho-Phosphate by EPA 300.0/ SM 4500-P-E	\$ 25.00
Paint Filter Test by EPA 9095	\$ 50.00
Perchlorate by EPA 314.1	\$ 35.00
pH by EPA 150.1	\$ 12.00
Phenols, Total by EPA 420.1	\$ 45.00
Phosphate, Total by SM 4500-P-B-E	\$ 40.00
Phosphorus, Total by SM 4500-P-B-E	\$ 40.00
Reactive Silica by SM 4500-SI-E	\$ 30.00
Redox Potential by SM 2580-B	\$ 25.00

(Wet Chemistry rates continue)

Settleable Solids by SM 2540-F	\$ 15.00
Specific Conductance by SM 2510-B	\$ 15.00
Sulfate by EPA 300.0	\$ 18.00
Sulfide, Total	\$ 25.00
Total Dissolved Solids by SM 2540-C	\$ 18.00
Total kjeldahl Nitrogen by EPA 351.2/ 351.3	\$ 45.00
Total Nitrogen	\$ 60.00
Total Organic Carbon by EPA 415.1/ EPA 9060/ SM 5310 B	\$ 40.00
Total Solids by SM 2540-B	\$ 18.00
Total Suspended Solids by SM 2540-D	\$ 18.00
TRPH by EPA 418.1	\$ 50.00
Turbidity by SM 2130-B	\$ 15.00
Volatile and Non-volatile Solids by EPA 160.4	\$ 40.00

Microbiology

Cost

Anaerobic Plate Count by ALMI 5029	\$ 25.00
E. Coliform by SM 9221-F	\$ 50.00
Fecal Coliform by SM 9221-E	\$ 20.00
Iron Bateria by SM 9240-D-B	\$ 65.00
Total Coliform by SM9221-B	\$ 20.00
Legionella by CDC LEGION	\$ 100.00
Listeria by ALMI 5024	\$ 50.00
Salmonella by ALMI 5023	\$ 50.00
Sulfur Bacteria by SM 9240-D-H	\$ 65.00
Yeast & Mold by ALMI 5022	\$ 20.00

Fish Toxicity

Cost

Fish Toxicity (821-R-02-12)	\$ 200.00
Fish Toxicity (600 /4-90/ 027F)	\$ 200.00
Fish Toxicity Title 26 section 66261.24(6) 96-hour	\$ 175.00
Definitive	\$ 300.00

Food

Cost

Ash by AOAC 923.03	\$ 20.00
Fat, Crude by AOAC 945.44	\$ 40.00
Protien by AOAC 991.20	\$ 45.00
Moisture by AOAC 934.01	\$ 35.00