

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
EXCELCHEM ENVIRONMENTAL LABORATORIES, INC.**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County") and Excelchem Environmental Laboratories, Inc., a California corporation, ("Consultant") for the purpose of providing environmental laboratory analysis services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide, on an as-needed basis, personal services consisting of environmental laboratory analysis. Types of analysis anticipated under this agreement shall include, but not be limited to, those shown in Exhibit A, attached hereto and incorporated herein. Materials to be analyzed include, but are not limited to, samples of water, wastewater, liquid and solid wastes, hazardous wastes, soils and sludges. Consultant shall be required to supply a Chain of Custody form for County use during collection and delivery of samples. Consultant shall perform required analysis and submit written and electronic data results to County within the Report Delivery Times listed in Exhibit A, excluding weekends and holidays, unless an alternate schedule is agreed to in writing in advance by County and Consultant.
- B. Consultant shall have and maintain State of California Environmental Laboratory Accreditation Program certification for drinking water, waste water and hazardous waste fields of testing.
- C. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall collect and deliver samples for analysis directly to Consultant's facility accompanied by a completed Chain of Custody form as supplied by Consultant.

- B. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant and Consultant's compliance with the terms and conditions of this agreement.

Section 3. COMPENSATION.

- A. Consultant shall be paid at the rates set forth in Exhibit A for the services described in this agreement.
- B. County and Consultant shall agree in writing on rates for analysis not listed in Exhibit A.
- C. Consultant may request in writing that the rates set forth in Exhibit A and those previously agreed to in writing be adjusted at the end of each one-year term of the agreement in order to reflect increases in costs. Such adjustment shall be limited to no more than 3% per one-year term of the agreement and shall be enacted by amendment to the agreement as provided in section 7.
- D. In no event shall Consultant be paid in excess of \$150,000.00 per County fiscal year, for all services rendered pursuant to this agreement. A County fiscal year begins on July 1st and ends on June 30th.

Section 4. BILLING AND PAYMENT.

Consultant shall submit to the Department of Public Works within 30 days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

Section 5. TERM OF AGREEMENT.

- A. The initial term of this Agreement shall be for one year beginning as of the last date it has been signed by both parties. The term of this Agreement shall be extended for two additional one-year terms under the same terms and conditions unless written notice of non-renewal is provided to Consultant at least 30 days prior to the expiration of the initial term or the then current term.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise

Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall

maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds and provides that when coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to the County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the

expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

- E. Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the

licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
(530) 225-5661 Fax (530) 225-5667

If to Consultant: Excelchem Environmental Laboratories, Inc.
1135 W. Sunset Blvd., Suite A
Rocklin, CA 95765
(916) 543-4445 Fax (916) 543-4449

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial

interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 25. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant

during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 27. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 8/5/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 08/04/17
Jim Johnson
Risk Management Analyst III

CONSULTANT

By: Mindy Somers
Print Name: Mindy Somers
Title: Secretary / CFO
Date: 8-2-2017
Tax I.D. #: 46-1912243

By: Jane Somers
Print Name: Jane Somers
Title: President
Date: 8-2-17
ELAP Certification #: 2119

ATTACHMENT A

	General Chemistry		Price		Report Delivery Time (Days)
			Water	Solid	
1	% Moisture / Solids	SM 2540	NA	8.00	10
2	Acidity	SM 2310B	12.00	12.00	10
3	Alkalinity (with HCO ₃ , CO ₃ , Hydroxide)	SM 2320B	30.00	12.00	10
4	Asbestos - Drinking Water	TEM	103.00	NA	10
5	Asbestos - Bulk	PLM	NA	15.00	10
6	BOD - Biochemical Oxygen Demand	SM 5210	15.00	1.00	10
7	BOD - Carbonaceous	SM 5210	15.00	1.00	10
8	Bromate	EPA 300.0	7.00	NA	10
9	Bromide	EPA 300.0	7.00	28.00	10
10	COD - Chemical Oxygen Demand	EPA 5220	20.00	15.00	10
11	Chloride	EPA 300.0	8.00	7.00	10
12	Chlorine (Total, Residual, or Free)	SM 4500Cl G	10.00	NA	10
13	Chlorine Dioxide	SM 4500 ClO ₂ D	10.00	NA	10
14	Color	SM 2120B	5.00	NA	10
15	Corrosivity (Aggressive Index)	Various	25.00	5.00	10
16	Corrosivity (Langlier Index)	Various	35.00	5.00	10
17	Cyanide - Total	EPA 335.4	18.00	2.00	10
18	Cyanide - WAD (Weak Acid Dissociable)	ASTM D2036	15.00	2.00	10
19	Fluoride	EPA 300.0	7.00	2.00	10
21	Formaldehyde - Low Level	EPA 556	240.00	NA	10
22	Hardness	SM 2340C	15.00	NA	10
23	MBAS (Surfactants / Foaming Agents)	SM 5540	30.00	8.00	10
24	Ammonia (as Nitrogen)	EPA 350.1	20.00	10.00	10
25	Nitrate+Nitrite (as Nitrogen)	EPA 353.2	7.00	4.00	10
26	Nitrate (as Nitrogen)	EPA 353.2	7.00	4.00	10
27	Nitrite (as Nitrogen)	EPA 353.2	7.00	4.00	10
28	Nitrogen, Organic	Various	7.00	5.00	10
29	Nitrogen, Total	Various	10.00	5.00	10
30	TKN - Total Kjeldahl Nitrogen	EPA 351.2	18.00	5.00	10
31	Odor	SM 2150B	8.00	NA	10
32	Oil & Grease	EPA 1664A	35.00	35.00	10
33	DOC - Dissolved Organic Carbon	SM 5310C	20.00	NA	10
34	TOC - Total Organic Carbon	SM 5310C	20.00	5.00	10
35	DO - Dissolved Oxygen	SM 4500O G	10.00	NA	10
36	Perchlorate, Low Level	EPA 331.0	150.00	150.00	10
37	Perchlorate	EPA 314.0	35.00	10.00	10
38	pH	SM 4500H+	8.00	NA	10
39	pH - Soil	EPA 9045	NA	8.00	10
40	Phenols, Low Level (DW)	SM5530	85.00	NA	10
41	Phenols, Total	EPA 420.1	78.00	NA	10
42	OPO ₄ - Orthophosphate	EPA 365.1	17.00	NA	10
43	TPO ₄ - Total Phosphorus	EPA 365.4	18.00	NA	10
44	TPO ₄ - Total Phosphorus - Soil	EPA 365.4	NA	15.00	10
45	Solids, Settleable	SM 2540F	10.00	2.00	10
46	Solids, Total (TS)	SM 2540B	10.00	2.00	10
47	Solids, Total Volatile (TVS)	SM 2540E	10.00	2.00	10
48	Solids, Total Dissolved (TDS)	SM 2540C	10.00	2.00	10
49	Solids, Total Volatile Dissolved (TVDS)	SM 2540C	10.00	2.00	10
50	Solids, Total Suspended (TSS)	SM 2540D	8.00	2.00	10
51	Solids, Total Volatile Suspended (TVSS)	SM 2540D	10.00	2.00	10
52	Conductivity (EC, Specific Conductance)	SM 2510B	10.00	2.00	10
53	Sulfate	EPA 300.0	8.00	2.00	10
54	Sulfide	SM 4500S D	15.00	10.00	10
55	Sulfide - Soil	EPA 9030B	NA	25.00	10
56	Sulfite	SM 4500SO ₃ B	12.00	5.00	10
57	Tannins & Lignins	SM 5550	15.00	NA	10
58	TPH - Total Petroleum Hydrocarbons	EPA 1664A	45.00	40.00	10
59	Turbidity	SM 2130B	7.00	NA	10

ATTACHMENT A (Cont.)

	Metals		Price		Report Delivery Time (Days)
			Water	Solid	
60	Aluminum	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
61	Antimony	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
62	Arsenic	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
63	Barium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
64	Beryllium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
65	Boron	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
66	Cadmium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
67	Calcium	EPA 200.7 / 200.8 / 6010B	8.00	8.00	10
68	Chromium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
69	Chromium, Hexavalent	EPA 218.6 / 218.7	35.00	NA	10
70	Chromium, Hexavalent	SM 3500Cr D (w) / 3060+7196A (s)	20.00	10.00	10
71	Chromium, Trivalent	EPA 200.8 / SM 3500Cr D / Calc	25.00	15.00	10
72	Cobalt	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
73	Copper	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
74	Iron	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
75	Lead	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
76	Lithium	EPA 200.7 / 6010B	8.00	8.00	10
77	Magnesium	EPA 200.7 / 200.8 / 6010B	8.00	8.00	10
78	Manganese	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
79	Mercury	EPA 245.1 / 7470 / 7471	8.00	8.00	10
80	Mercury, Low Level	EPA 1631E	40.00	45.00	10
81	Mercury, Methyl	EPA 1630	125.00	150.00	10
82	Molybdenum	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	20
83	Nickel	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
84	Potassium	EPA 200.7 / 200.8 / 6010B	8.00	8.00	10
85	Selenium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
86	Silicon (or Silica)	EPA 200.7 / 6010B	8.00	8.00	10
87	Silver	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
88	Sodium	EPA 200.7 / 200.8 / 6010B	8.00	8.00	10
89	Strontium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
90	Sulfur	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
91	Thallium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
92	Tin	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
93	Titanium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
94	Uranium	EPA 200.7 / 200.8 / 6010B / 6020	10.00	10.00	10
95	Vanadium	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10
96	Zinc	EPA 200.7 / 200.8 / 6010B / 6020	8.00	8.00	10

ATTACHMENT A (Cont.)

	Additional Metals Methods and Groups		Price		Report Delivery Time (Days)
			Water	Solid	
97	Metals, Low Level	EPA 1638	10.00	10.00	10
98	Lead in Paint	EPA 6010B	8.00	NA	10
99	TCLP Metals (includes extraction and analysis)		5.00	60.00	10
100	STLC Metals (includes Citric Acid extraction and analysis)		5.00	60.00	10
101	STLC Metals (includes DI water extraction and analysis)		5.00	60.00	10
102	CAM 17 (TTL) Metals (includes digestion and analysis)		85.00	85.00	10
103	CAM 5 (TTL) Metals (includes digestion and analysis)		40.00	40.00	10

	Organic Compounds		Price		Report Delivery Time (Days)
			Water	Solid	
104	EPA 524.2 - VOCs	EPA 524.2	55.00	NA	10
105	EPA 524.2 - TTHMs only	EPA 524.2	45.00	NA	10
106	EPA 524.2 - MTBE only	EPA 524.2	40.00	NA	10
107	EPA 504.1 - EDB / DBCP	EPA 504.1	42.00	NA	10
108	EPA 552.2 Haloacetic Acids (HAA5)	EPA 552.2	60.00	NA	10
109	EPA 505 - Organohalide Pesticides	EPA 505	145.00	NA	10
110	EPA 507 - Atrazine / Simazine	EPA 507	120.00	NA	10
111	EPA 508 - Pesticides / PCBs	EPA 508	145.00	NA	10
112	EPA 515.3 - Herbicides	EPA 515.3	145.00	NA	10
113	EPA 525.2 - SVOCs	EPA 525.2	120.00	NA	10
114	EPA 531.1 - Carbamates	EPA 531.1	120.00	NA	10
115	EPA 547 - Glyphosate	EPA 547	110.00	NA	10
116	EPA 548.1 - Endothall	EPA 548.1	120.00	NA	10
117	EPA 549.1 - Diquat	EPA 549.1	120.00	NA	10
118	EPA 608 - Pesticides / PCBs	EPA 608	65.00	NA	10
119	EPA 624 - VOCs	EPA 624	60.00	NA	10
120	EPA 625 - SVOCs	EPA 625	90.00	NA	10
121	Dioxins - 2,3,7,8-TCDD only	EPA 1613	205.00	228.00	10
122	Dioxins - 17 Congeners	EPA 1613	360.00	336.00	10
123	EPA 8081 - Pesticides (chlorinated)	EPA 8081	60.00	60.00	10
124	EPA 8082 - PCBs	EPA 8082	50.00	50.00	10
125	EPA 8260 - VOCs	EPA 8260	45.00	45.00	10
126	EPA 8270 - SVOCs	EPA 8270	100.00	100.00	10
127	EPA 8270 - PAHs only (SIM)	EPA 8270 SIM	70.00	70.00	10
128	EPA 8141 - Organo-Phos Pesticides	EPA 8141	80.00	80.00	10
129	EPA 8151 - Herbicides (chlorinated)	EPA 8151	80.00	80.00	10
130	EPA 8310 - PAHs	EPA 8310	70.00	70.00	10
131	TPH - Gas	LUFT GC/MS	38.00	38.00	10
132	TPH - BTEX only	LUFT GC/MS	38.00	38.00	10
133	TPH - Gas / BTEX	LUFT GC/MS	38.00	38.00	10
134	TPH - Gas / BTEX / MTBE	LUFT GC/MS	38.00	38.00	10
135	TPH - Gas / BTEX / MTBE / Oxygenates	LUFT GC/MS	40.00	40.00	10
136	TPH - Diesel	EPA 8015	38.00	38.00	10
137	TPH - Motor Oil	EPA 8015	38.00	38.00	10
138	TPH - Diesel / Motor Oil	EPA 8015	45.00	45.00	10
139	Fuel Fingerprint	EPA 8015M	90.00	90.00	10
140	Silica Gel Cleanup Fee	EPA 8015	5.00	5.00	10

ATTACHMENT A (Cont.)

	Priority Pollutants		Price		Report Delivery Time (Days)
			Water	Solid	
141	EPA 8081 - Pesticides	EPA 8081	60.00	60.00	10
142	EPA 8082 - PCBs	EPA 8082	50.00	50.00	10
143	EPA 8260 - VOCs	EPA 8260	45.00	45.00	10
144	EPA 8270 - SVOCs (App. II)	EPA 8270	100.00	100.00	10

	Radiological		Price		Report Delivery Time (Days)
			Water	Solid	
145	Gross Alpha / Beta		35.00	35.00	10
146	Radium 226		110.00	110.00	10
147	Radium 228		160.00	160.00	10
148	Strontium 90		110.00	110.00	10
149	Tritium		60.00	60.00	10
150	Uranium		85.00	85.00	10

	Microbiology		Price		Report Delivery Time (Days)
			Water	Solid	
151	Total Coliform & E. Coli - Colilert - Drinking Water		10.00	NA	10
152	Total Coliform & E. Coli - Colilert - Drinking Water RUSH		10.00	NA	10
153	Total Coliform & E. Coli - Colisure - Drinking Water		10.00	NA	10
154	Total & Fecal Coliform MPN 10 - Drinking Water		12.00	NA	10
155	Total & Fecal Coliform MPN 10-5-5 - Raw Drinking Water		12.00	NA	10
156	Heterotrophic Plate Count - Drinking Water / Surface Water		12.00	NA	10
157	Total Coliform & E. Coli - Quantitray		12.00	12.00	10
158	Total & Fecal Coliform MPN 15 - Wastewater and Surface Water		15.00	NA	10
159	Total & Fecal Coliform MPN 25 - Wastewater and Surface Water		22.00	NA	10
160	Total Coliform by Membrane Filtration		20.00	NA	10
161	Fecal Coliform in Solids / Sludge		12.00	12.00	10
162	Enterococci by Enterolert		20.00	20.00	10
163	Giardia & Cryptosporidium		400.00	400.00	10

	Bioassay		Price	Report Delivery Time (Days)
164	Rainbow Trout - 96 Hour Acute Toxicity		375.00	15

	Sample Preparation		Price
165	Extraction Fee for Anions (1:3 / 1:5 - not CA WET)		0
166	Metals Digestion Fee - Water (<3 metals per sample)		0
167	Metals Digestion Fee - Soil		0
168	Extraction Fee - WET DI Water		20.00
169	Extraction Fee - WET STLC (Citric Acid)		20.00
170	Extraction Fee - TCLP		20.00
171	Grinding / Pulverizing / Sieving		5.00
172	Compositing (per original samples)		0
173	Filtration - for dissolved analysis		5.00
174	Filtration, Cleanroom - for low level analysis		5.00
175	Sample Handling & Disposal Fee (excluding bacteria samples)		0

ATTACHMENT A (Cont.)

	Rush Turn Around Time		Price
176	Same Day		200%
177	24 Hours (next day by 5pm)	Received by Noon	100%
178	48 Hours (second day by 5pm)	Received by Noon	50%
179	3 Day	Received by Noon	25%
180	4 Day	Received by Noon	25%
181	5 Day	Received by Noon	20%
182	6 Day		20%
183	7 Day		N/C
184	8 Day		N/C

	Electronic Data Submittal		Price
185	CDPH		100.00
186	Geotracker		100.00
187	CIWQS		100.00