

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SIERRA ANALYTIC LABORATORIES, INC.
FOR
WATER QUALITY ANALYSIS AND SAMPLING**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and Sierra Analytic Laboratories, Inc., hereinafter referred to as “Contractor.”

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the field of water quality analysis and sampling.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. Scope of Services

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates Chris Forsyth, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Three Hundred Thousand Dollars (\$300,000.00) during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence _____, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

11. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

13. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

18. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach
Attn: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

Contractor:

Sierra Analytic Laboratories, Inc.
Attn: Chris Forsyth
26052 Merit Circle, Suite 104
Laguna Hills, CA 92653

19. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

20. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

21. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

22. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

23. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

24. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

25. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

26. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

27. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

28. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

29. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

30. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

31. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

32. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

33. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

34. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

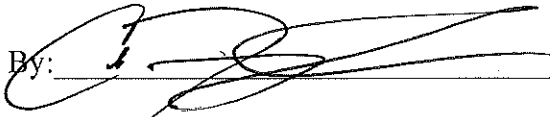
(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
SIERRA ANALYTIC LABORATORIES, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 

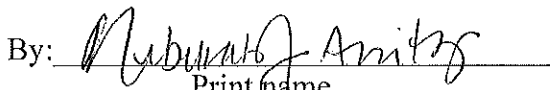
CHRIS FORSYTH
Print name

ITS: (circle one) Chairman/President/
Vice President

Mayor

City Clerk


AND

By: 

Print name

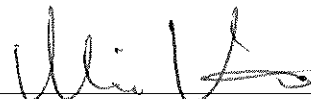
ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary-Treasurer

INITIATED AND APPROVED:



Director of Public Works

APPROVED AS TO FORM:



City Attorney

REVIEWED AND APPROVED:

City Manager

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Water quality analysis and sampling

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A

WATER QUALITY ANALYSIS & SAMPLING SERVICES CITY OF HUNTINGTON BEACH

METHODOLOGY SECTION

Sierra Analytical Labs, Inc., as a certified laboratory with the State of California Health Department, will conduct all Analysis and Sampling as currently regulated according to Standard Methods Examination of Water, based on the 23rd Edition. Sierra understands the urgency, consistency, and accuracy it takes to manage a quality Drinking Water Program. Between the current Project Manager and Lab Director, Sierra has nearly 45 years of experience participating in and providing Drinking Water Sampling and Analysis to multiple Municipalities and Water Districts across Orange County and Southern California.

Sierra Analytical Labs, Inc. will continue with Chris Forsyth as the Project Manager for the City of Huntington Beach who will be responsible for the ongoing program currently in place.

- A. Sierra will implement, and provide, a contact list (emergency included) to the City of Huntington Beach to ensure we are available as needed, 7 days a week.
- B. Sampling and Analysis scheduling are pre-determined by the city, which allows Sierra to prepare for both. Sierra will adjust accordingly when necessary. Construction Sampling and Analysis scheduling will be between the City of Huntington Beach and Chris Forsyth.
- C. All bacteriological samples submitted will be analyzed and adhere to the Revised Total Coliform Rule as outlined by the State of California Department of Drinking Water.
- D. Sample Receiving/Preservation
 - a. All samples will be received with a properly executed Chain of Custody, identified as outlined in our QA program, and introduced into our LIMS system for tracking, analysis, and report generation.
 - b. All samples submitted are to be cooled and maintained at no warmer than 10 degrees Celsius. Holding time is recommended to not exceed 6 hours from collection to analysis prep, and HPC requires analysis to be initiated within 8 hours of collection. All microbiological samples will be visually inspected for bottle integrity, volume, and any sterility seals. Containers are intended to be 120mL Sterile, non-fluorescent, containing Sodium Thiosulfate preservative as outlined in Section 9060 in Standard Methods.
- E. Methods for Analysis **Copies of Method SOP's available upon request**

Heterotrophic Plate Count - SM 9215B

Each series of samples includes a Buffer Blank and a Media Blank. All samples are prepared in duplicate and if dilutions are necessary they are also analyzed in duplicate. Sample plates are poured with Standard Methods Agar, solidify at room temperature for no more than 10 minutes, and placed in Incubator at 35.0 degrees +/- 0.5 for 48 hours.

At the end of the incubation period, all plates are read utilizing Colony Counter and recorded. Blanks are to demonstrate "no growth" to validate sample results. Samples are reported in CFU/mL. If no colonies are present, "ND <1" will be reported. Any samples demonstrating a colony count will be averaged with the duplicate and reported as a numerical value. Example: Plate #1 = 10 and Plate #2 = 8, result will be reported as

9.0 CFU/mL. Prep time for a 44-sample series to analyze for Heterotrophic Plate Count is roughly 55 minutes.

Total Coliform / E. Coli - SM 9223B

Samples are analyzed utilizing Colilert (Chromogenic Substrate Coliform Test) by IDEXX. All samples are prepared by loosening cap, cracking Colilert packet and pouring media immediately into sample container. They are then re-capped and vigorously shook by inversion for 10 seconds. After all samples are inoculated, they are incubated at 35.0 degrees +/- 0.5, for 24 Hours.

At the end of the 24-hour incubation period, samples are visually inspected for reaction. If the sample remains clear, then the sample is reported "Absent" for Total Coliform. If the sample exhibits a yellow color, it is to be checked in relation to the IDEXX Comparator Sample and if determined "Present", it is immediately to be checked for E. coli by fluorescence. Using our calibrated UV Lamp at 365nm, we compare the sample in the dark to the Comparator sample. Any fluorescence determines that sample positive for E. coli, if no fluorescence is found, the sample is reported "Present" for Total; Coliform and "Absent" for E. coli. Prep time for a 44-sample series to analyze for Total Coliform by Presence/Absence is approximately 30 minutes and is run in succession with Heterotrophic Plate Count.

******In the event ANY sample needs to go to E. coli verification, Sierra will notify the City of Huntington Beach immediately and help coordinate additional sampling as outlined in the Revised Total Coliform Rule. ******

- F. Reporting will be completed after the results are accurately recorded and adhere to the QA/QC Program. Because of the sensitivity of Microbiological Analysis and the necessary communication with the City, Sierra insures to have all results validated immediately following required incubation periods. Formal reporting will then be orchestrated

between the Project Manager and Technical Manager for electronic delivery with a Standard Operating TAT for Huntington Beach of 3-5 Days. Any RUSH samples received will be treated as such and final report to meet those designated TAT request

All data is required to be retained for no less than 5 years and is available at the written request of the city for any retained reports.

- G. Sierra will adhere to the City of Huntington Beach's schedule as it best fits their staffing. With any permanent adjustments, Sierra would only ask for courtesy notice to better facilitate our in-house analysis preparation.
- H. Sampling will be coordinated with the City of Huntington Beach and Project Manager, Chris Forsyth. If necessary, either Derek Smith or Andrew Kim can be contacted for sampling or pick-up arrangements.
- I. Sierra will adhere to the City of Huntington Beach's schedule as it best fits their staffing. With any permanent adjustments, Sierra would only ask for courtesy notice to better facilitate our in-house analysis preparation.
- J. Sampling will be coordinated with the City of Huntington Beach and Project Manager, Chris Forsyth. If necessary, either Derek Smith or Andrew Kim can be contacted for sampling or pick-up arrangements.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

SEE ATTACHED EXHIBIT B

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Each month's bill shall include a total to date. That total shall provide the total fees and costs incurred to date for the project.

A copy of memoranda, letters, reports, calculations, and other documentation prepared by CONSULTANT may be required to be submitted to the CITY to demonstrate progress towards completion of tasks. In the event the CITY rejects or has comments, on any such product, CITY shall identify specific requirements for satisfactory completion.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. All extra work or additional services will be in accordance with the extra work or additional services and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B



PROPOSED PRICING: POTABLE WATER LABORATORY SERVICES

Proposers must complete the following tables in their entirety. The pricing provided shall include all labor, materials, equipment, and transportation associated with collecting (where specified) and analyzing the samples.

Table 1: Unit Pricing for Individual Analyses

These unit prices will be used for as-needed services and contract adjustments.

Sample Testing Description	Unit Price Per Sample
Total Coliform / E. Coli	\$ 10.00
Chlorine Residual (Field)	\$ 3.50
General Physical (CA DW - Color, Odor, Turbidity)	\$ 15.00
Trihalomethanes (THM)	\$ 65.00
Haloacetic Acids (HAA5)	\$ 140.00
Lead and Copper	\$ 60.00
Heterotrophic Plate Count (HPC)	\$ 7.50
Well 9 On-Site Sampling & Analysis (Per Site Visit)	\$ 75.00
General Sample Collection Fee (Unit price per site visited)	\$ *SEE BELOW*

* SAMPLE COLLECTION COSTS

① FOR CONTRACTOR SAMPLING \$75.00/SITE

[Continued on next page]

② FOR COLLECTION OF CITY ROUTINE SAMPLES IF NEEDED \$10.00/SITE



PROPOSED PRICING: POTABLE WATER LABORATORY SERVICES

Table 2: Attachment A – Estimated Annual Totals

Quantities are estimates for evaluation purposes only. The City does not guarantee these volumes.

Line	Description	Est. Annual Qty	Unit	Unit Price	Extended Total
1	Routine Samples: Collected by City and tested by lab for Bacteriological Quality, HPC	3200	Each	\$17.50	\$56,000.00
2	Routine Monthly Samples: Collected by City and tested by lab for General Physical Quality	850	Each	\$15.00	\$12,750.00
3	Routine Monthly Samples: Collected by City and tested by lab for Fluoride	25	Each	\$30.00	\$750.00
4	Routine Quarterly Samples: Collected by City; tested by lab for Haloacetic Acids (HAA5)	32	Each	\$140.00	\$4,480.00
5	Routine Quarterly Samples: Collected by City; tested by lab for Trihalomethanes (TTHM)	32	Each	\$65.00	\$2,080.00
6	Non-Routine Samples (As-Needed Construction): Collected by City; tested by lab for Bacteriological Quality, HPC	60	Each	\$17.50	\$1,050.00



PROPOSED PRICING: POTABLE WATER LABORATORY SERVICES

Line	Description	Est. Annual Qty	Unit	Unit Price	Extended Total
7	Non-Routine Samples (On-Call As-Needed Construction): Collected by Lab and tested for Bacteriological Quality, HPC, chlorine	90	Each	\$90.00	\$8,100.00
8	Non-Routine Samples collected by City and tested by lab for Lead and Copper	50	Each	\$60.00	\$3,000.00
	ESTIMATED ANNUAL CONTRACT TOTAL				\$28,750.00

Other Costs: In the space below, please indicate any other costs that may be associated with providing the requested services in this RFP that are not included in the table above.