# AGENDA REPORT

**Meeting Date:** September 2, 2008

**Item Number:** F-9

**To:** Honorable Mayor & City Council

**From:** Josette Descalzo – Water Quality Specialist

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WECK LABORATORIES, INC. FOR WATER SAMPLING AND ANALYSIS

**Attachments:** 1. Agreement

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## RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Weck Laboratories, Inc. for water sampling and analysis in an amount not to exceed $75,000 for a three year term contract.

## INTRODUCTION

The Water Utility is required by State and Federal regulations to sample and analyze bacteriological and chemical constituents in potable water, groundwater, stormwater, and waste water. The City will be using the services of Weck Laboratories, Inc. (Consultant) to collect and analyze water samples and report the results to State and Federal agencies. The Consultant will be used as an alternate laboratory to Truesdail Laboratory, Inc., which is the primary laboratory consultant, to analyze water samples and meet State and Federal regulations.

## DISCUSSION

The Water Utility is mandated by State and Federal regulations to collect, analyze, and report the results of water samples collected.

Samples are collected to determine compliance with California Department of Public Health (CA-DPH), National Pollutant Discharge and Elimination System (NPDES), and United States Environmental Protection Agency (US-EPA) regulations from various locations in the City.

Services that will be provided by the Consultant include, but are not limited to; potable water, groundwater, stormwater, and brine discharge analysis, collection of samples, and pick up of collected samples.

**FISCAL IMPACT**

The laboratory service from the Consultant is estimated not to exceed $75,000 for a three year term contract. This estimate includes all State and Federal regulatory sampling and reporting. Funds are available in the Water Enterprise account for this consultant services.

| | |
|---|---|
| Scott Miller | For David Gustavson |
| Finance Approval | Approved By |

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WECK LABORATORIES, INC. FOR WATER SAMPLING AND ANALYSIS

THIS AGREEMENT is entered into between the City of Beverly Hills, a municipal corporation, hereinafter referred to as "City" and Weck Laboratories, Inc., hereinafter referred to as "Consultant".

## RECITALS

A. The City desires to enter into a new Agreement with Consultant to provide water sampling and analysis.

B. Consultant has the experience and qualifications to provide such services, and the City desires to retain the Consultant to provide such services.

NOW, THEREFORE, City and Consultant agree as follows:

**1.00 PURPOSE.** The purpose of the Agreement is to retain Consultant to conduct sampling for the wastewater effluent monitoring and analysis of potable water taken from various sites throughout the City and provide City with data that will be used to meet the California Department of Public Health, Domestic Water Quality and Monitoring Regulations; Chapter 15, Title 22, and United States Environmental Protection Agency.

Consultant shall perform the required analysis to determine the presence of the substances listed in Exhibit A, attached hereto and incorporated by this reference. Consultant shall perform such testing at the frequencies indicated on Exhibit A.

## 2.00 OBLIGATIONS OF THE CONSULTANT.

A. Consultant shall furnish all equipment, personnel, transportation and services to sample and analyze potable water as required by the California Regional Water Quality Control Board, the California Department of Public Health, the Safe Drinking Water Act and all related regulations.

B. Consultant shall provide reports of all water analysis conducted by Consultant as required by the California Department of Public Health.

C. Consultant shall, at the commencement of the Agreement term, and again upon each annual renewal of the Agreement, supply new test bottles.

D. Consultant shall provide ice chests and cold packs for transporting the samples to Consultant's laboratory.

E. Consultant shall maintain chain-of-custody records that are acceptable to the City.

F. All notes, records and reports are the property of the City and Consultant shall not release same without the express written authorization of the City.

G. Consultant shall report water analysis on forms acceptable to City, and shall ensure all laboratory reports are signed by an authorized representative of the laboratory.

H. Consultant shall maintain a file of data sheets for a period of three years under the identifying names of the samples, as assigned by the City.

I. Consultant shall submit sampling analysis data based upon schedules determined by the City.

J. Consultant shall be responsible for the legal and proper disposal of samples for which the City does not elect to assume custody.

K. Consultant shall obtain and maintain all permits and licenses required by all federal, state and local licensing and regulatory agencies.

L. Consultant shall, upon written request of the City, provide professional staff to perform field services, including field water collection testing and analysis.

M. Consultant shall, in the event of litigation and upon written request of the City, act as an expert witness on behalf of the City and testify as to laboratory procedures and sample security while in the custody of the Consultant.

## 3.00 OBLIGATIONS OF THE CITY

A. City shall assign a qualified employee to collect all required samples, place them in an ice chest and hold them at an office of the City Water Department for pick-up by the Consultant.

B. City shall notify Consultant in writing of any changes relevant to the type of analyses required and/or the frequency of such analyses during the term of this Agreement.

## 4.00 COMPENSATION.

A. City shall compensate Consultant for the satisfactory performance of the services described in Section 1.00 and Paragraphs A through K of Section 2.00 and Exhibit A of this Agreement, an amount not to exceed Twenty-Five Thousand Dollars ($25,000) per year, based on the Rates set forth in Exhibit B, attached hereto and incorporated by this reference.

B. If field services are requested by City, City shall compensate Consultant for the satisfactory performance of such services described in Paragraph (L) of Section 2.00 of this Agreement, a not-to-exceed amount mutually agreed upon by the parties in writing, at the rate of Fifty-Five Dollars ($55) per field service.

C. If expert witness services are requested by City, City shall compensate Consultant for the satisfactory performance of such expert services described in Paragraph M of Section 2.00 of this Agreement, a not-to-exceed amount mutually agreed upon by the parties in writing, at the rate of Two Hundred Fifty Dollars ($250) per hour.

D. In no event shall the amount of compensation for the satisfactory performance of services pursuant to paragraphs A, B and C of this Section exceed Twenty-Five Thousand Dollars ($25,000) per year.

E. Consultant shall submit a monthly statement to City for its services performed for the prior month, in such form as City may request. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of same.

**5.00 INTERESTS OF CONSULTANT.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

**6.00 INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

**7.00 INSURANCE.**

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars ($1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability

Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(c) Consultant shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. All of the policies required

under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

**8.00 CHANGES IN THE SCOPE OF WORK.** City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties.

**9.00 TIME OF PERFORMANCE.** Time is of the essence, and Consultant shall perform the services and obligations required by this Agreement in an expeditious and timely manner so as not to delay the performance of this Agreement.

**10.00 INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's obligations; however, City shall not have the right to control the means by which Consultant accomplishes the obligations rendered pursuant to this Agreement.

**11.00 FAIR EMPLOYMENT PRACTICE/EQUAL OPPORTUNITY ACTS.** In the performance of this Agreement, the Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410 et seq.) and the equal employment provisions of the Civil rights Act of 1964 (42 U.S.C. 200).

**12.00 AGENCY.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**13.00 ASSIGNMENT.** This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of this Agreement without the prior written approval of City.

**14.00 PERSONNEL.** Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement.

**15.00 TERM.** This Agreement shall be in effect, commencing on the date of the execution of this Agreement and terminating at midnight on June 30, 2011. The City Manager or his designee may, in his discretion, extend the term of the Agreement in writing for (2) two additional 1 (one) year terms, pursuant to the same terms and conditions of this Agreement.

**16.00 TERMINATION.**

A. City may cancel this Agreement at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

B. In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

**17.00. RESPONSIBLE PRINCIPAL.**

A. Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between CITY and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

B. City's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of City.

**18.00 NOTICE.** Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to the Environmental Utilities Manager, Shana Epstein, 345 Foothill Road, Beverly Hills, CA 90210 or personally delivered to City at such address or other address specified to Consultant writing by City. Any notice required to be given to Consultant shall be deemed duly and properly given upon delivery, if sent to Consultant postage prepaid to Weck Laboratories, Inc., 14859 East Clark Avenue, City of Industry, California 91745, Attention: Marilyn Romero, Customer Service Manager or personally delivered to Consultant at such address or other address specified to City in writing by Consultant.

**19.00 EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes any and all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by both City and Consultant.

**20.00 ATTORNEY'S FEES.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

**21.00 GOVERNING LAW.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**22.00 SEVERABILITY.** Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 200___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
a Municipal Corporation

_____
BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT:
WECK LABORATORIES, INC.

ALFREDO PIERRI
President

CECILIA PIERRI
Controller

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

FOR DAVID D. GUSTAVSON
Director of Public Works & Transportation

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant is a laboratory firm that is qualified for analyzing potable, wastewater, and stormwater samples. Consultant is ELAP certified to perform testing on water samples utilizing appropriate methodologies to satisfy the California Department of Public Health (CA-DPH) and United States Environmental Protection Agency (US-EPA)

Consultant shall devote the necessary resources to completing this project with the highest level of service so the City will be able to meet all the State and Federal regulations in a timely manner.

1. Water Quality Testing: Consultant shall analyze the following types of compliance sampling:

   a. **National Pollutant Discharge Elimination System (NPDES) Water Quality Compliance Testing:**

   **Description: NPDES Permit**

| Constituent | Frequency |
|---|---|
| Acute Toxicity | Monthly |
| TSS | Monthly |
| Turbidity | Monthly |
| BOD 20°C 5-days | Monthly |
| Settleable Solids | Monthly |
| Residual Chlorine | Monthly |
| Sulfides | Monthly |
| Phenols | Annual |
| Oil & Grease | Annual |
| Methylene Blue ActiveSubstances (MBAS) | Annual |
| N-Nitrosodimethylamine (NDMA) | Annual |
| Perchlorate | Annual |
| 1,4 Dioxane | Annual |
| pH Range | Monthly |
| Copper | Monthly |
| Selenium | Monthly |

   b. **California Department of Public Health Water Quality Compliance Testing:**

   Consultant shall analyze constituents in the California Regulations related to Drinking Water, Title 22. Consultant shall analyze constituents at or below the detection limits for reporting (DLR) prescribed in the most recent CA-DPH Consumer Confidence Report Guidelines. Below are the constituents and testing frequencies for DPH monitoring:

| Description: Department of Public Health | |
|---|---|
| | |
| **Constituents** | **Frequency** |
| Coliform P/A | ≤ 70 samples per month |
| Heterotrophic Plate Count (HPC) | ~12 samples per month |
| Physical Chemistry Analyses | 6 samples per month |
| • Turbidity | |
| • Color | |
| • Odor | |
| Fluoride Analyses | 48 samples per month |
| Arsenic Analyses | 20 samples per month |
| Nitrite Analyses | 16 samples per month |
| Stage I Disinfection By-Product | 4 sets per quarter |
| • Trihalomethanes (TTHM) | |
| • Haloacetic Acids (HAA5) | |
| Stage II Disinfection By-Product | 8 sets per 60 days |
| • Trihalomethanes (TTHM) | |
| • Haloacetic Acids (HAA5) | |
| Lead and Copper | ~69 samples per year |
| Volatile Organic Chemicals (VOCs) | 4 sets per quarter |
| Inorganic Chemicals | 4 sets per year |
| Total Dissolved Solids (TDS) | ~ 52 samples per month |
| Chloride | ~ 52 samples per month |
| Sulfate | ~ 52 samples per month |
| Manganese | ~ 52 samples per month |

c. **UCMR II Analyses:**

United States Environmental Protection Agency (US-EPA) promulgated the Unregulated Contaminant Monitoring Rule II (UCMR II) in January 2007. Consultant is certified to analyze UCMR II contaminant list using EPA methods for UCMR II contaminants.

| **UCMR II Constituent** | **EPA Method** |
|---|---|
| Dimethoate | EPA 527 |
| Turbefos sulfone | EPA 527 |
| **Five Flame Retardent** | |
| 2,2',4,4'-tetrabromodiphenyl ether (BDE-47) | EPA 527 |
| 2,2',4,4',5-pentabromodiphenyl ether (BDE-99) | EPA 527 |
| 2,2',4,4',5,5'-hexabromobiphenyl (HBB) | EPA 527 |
| 2,2',4,4',5,5'-hexabromodiphenyl ether (BDE-153) | EPA 527 |
| 2,2',4,4',6-pentabromodiphenyl ether (BDE-100) | EPA 527 |
| **Three Explosives** | |
| 1,3-dinitrobenzene | EPA 529 |
| 2,4,6-trinitrotoluene (TNT) | EPA 529 |
| Hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX) | EPA 529 |

d. **Wastewater Effluent Monitoring:**

Los Angeles County of Public Works, Industrial Waste Disposal Permit, requires the City of Beverly Hills to monitor the reverse osmosis water treatment plant brine discharge. Consultant is certified to perform these analyses. Consultant shall set up an automatic sampler and collect the samples as prescribed in the industrial waste permit. Below are the following constituents that the City monitors:

**Description: LA COUNTY SANITATION**

| Constituents | Detection Limit mg/L | Frequency |
|---|---|---|
| Arsenic | <3.0 | Quarterly |
| Cadmium | <15.0 | Quarterly |
| Copper | <15.0 | Quarterly |
| Cyanide (Total) | <10.0 | Quarterly |
| Cyanide (Amenable) | <2.0 | Quarterly |
| Dissolved Sulfides | <0.1 | Quarterly |
| Lead | <5.0 | Quarterly |
| Nickel | <12.0 | Quarterly |
| pH Range | 5.5- 11 units | Quarterly |
| Silver | <5.0 | Quarterly |
| Total Chromium | <10.0 | Quarterly |
| Zinc | <25.0 | Quarterly |
| Dispersed Oil & Grease (Total) | <600 | Quarterly |
| Floatable Oil & Grease | Non Visible | Quarterly |
| Temperature | 140°F | Quarterly |

2. DELIVERABLES: Consultant shall provide the following deliverables to the City of Beverly Hills:

a. **Analyses Results**: Consultant shall submit regulatory results to California Department of Public Health Electronic Data Tracker (EDT). Consultant shall submit results to the City in a timely manner (i.e., at least five business days) prior to the regulatory reporting due dates. All analytical results for environmental samples and field and laboratory Quality Control samples shall be provided to City as EDDs in a format that will be developed Consultant. EDDs shall be provided at no additional cost to City. The final Adobe Acrobat read-only Reports that are signed must contain the same results and values as the EDDs submitted directly to the BPOU database.

b. Re-work Due to Laboratory Error/Omission: In the event of an analytical error or omission (exceeding holding time, failure to pick up samples, Lab error, sample loss or breakage, etc.) or otherwise erroneous results, Consultant shall immediately contact the City. City shall provide estimated administrative, Lab, and fieldwork costs and notify Consultant of the estimated and actual costs for this re-work. Consultant shall be responsible for the cost of both the re-sampling and re-analysis of samples due to Lab error or omission. The re-work sample(s) shall be re-analyzed at no additional cost to City, and Consultant will be invoiced for the costs of the re-sampling performed by City.

c. **Rush Analyses**: Consultant shall provide services for rush analyses. Consultant provided a fixed percent cost increase based on the rush service request. The cost for rush analyses is available in Exhibit B-1.

d. **Sample Transport**: Consultant shall provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the City. Consultant shall provide transport and preserve samples according to EPA or Cal-EPA methods specified for each analysis. Consultant shall provide sample transport service during the work week and emergency situations (i.e. water system contamination, storm season, etc.).

e. **Sample Matrix Schedule and Containers**: Consultant shall provide the City with a sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. Consultant shall provide the City, in a timely manner, the correct number and type of sample containers, coolers, and ice chests for the analyses.

f. **Emergency Availability**: Consultant shall provide services for the City during an emergency event such as a terrorist attack, natural calamities and unsafe drinking water alert. Consultant shall provide a list of contact numbers for a 24-hour emergency event. The emergency contact list shall have the person's latest home phone number and cellular number. The City also requests that Consultant provide sample transport services for an emergency event.

g. **Subcontracting**: Should Consultant experience the need to subcontract any portion of this work, it shall be approved in writing by City at least five (5) calendar days prior to the work being performed. Should Consultant subcontract any portion of this work (with the consent of City), Consultant shall confirm to City that the subcontractor has any and all permits and licenses required by virtue of this Agreement and that all analytical reporting requirements of this Agreement extend to the subcontractor.

h. **Quality Control and Quality Assurance (QC/QA)**: All analyses shall be conducted by technically qualified persons and in accordance with Lab practices and data validation guidance as defined by EPA, ASTM, CDPH, and other applicable regulations and requirements including the National Functional Guidelines for Organic Data Review (EPA 1999), Functional Guidelines for Inorganic Data Review (EPA 2002), and Region IX Superfund Data Evaluation/Validation Guidance (EPA 2001). All Lab equipment and standard operating procedures (SOP) QC/QA data shall be recorded, printed, and this information made available at all times, given reasonable notice, and submitted to City upon request, at no additional charge.

   Consultant shall maintain a QC/QA plan for each analytical facility and shall follow the SOPs contained in the plan. Consultant shall maintain a full-time quality assurance officer at each Consultant location. This person shall be responsible for routinely performing audits of the operating systems within the lab.

   Consultant's quality assurance officer or senior scientist shall be made available periodically to provide technical assistance to City regarding the analyses requested or discussion of analytical issues.

   In the event a Method Blank for an N-Nitrosodimethylamine (NDMA) analysis contains between 0.5 and 0.7 nanograms per liter (ng/L) of NDMA, Consultant shall contact City immediately and discuss reporting of any BPOU sample data from the analytical run

associated with the Method Blank. Any Method Blank that contains NDMA at or above 0.7 ng/L shall be deemed unacceptable and all BPOU samples associated with this Method Blank shall be re-extracted and re-analyzed.

i. **Audits**: City reserves the right to perform periodic on-site audits to ensure compliance with analytical method requirements, QC/QA program requirements, and to evaluate the general quality of the work. Consultant shall cooperate and make available records and personnel to facilitate the audits. Audits will be scheduled with sufficient notice and conducted during normal business hours.

EXHIBIT B-1

RATES

RATES- Exhibit B-1

Sample Analysis Rates, includes the following analyses, but is not limited to the following:

Sample Analysis Rates for DPH analyses:

| | unit cost |
|---|---|
| Coliform (P/A) | $ 10.00 |
| Fluoride | $ 15.00 |
| NO2-N | $ 15.00 |
| General Physical* | $ 15.00 |
| * Color, Odor, Turbidity | |
| **Stage I DBP** | |
| TTHM | $ 40.00 |
| HAA5 | $ 60.00 |
| **Stage II DPB** | |
| TTHM | $ 40.00 |
| HAA5 | $ 60.00 |
| **Lead and Copper** | |
| Lead | $ 10.00 |
| Copper | $ 10.00 |
| pH | $ 10.00 |
| Temperature | $ - |
| Alkalinity | $ 15.00 |
| Calcium | $ 10.00 |
| Conductivity | $ 15.00 |
| **WTP** | |
| Coliform (P/A) | $ 10.00 |
| HPC | $ 25.00 |
| Chloride | $ 15.00 |
| Sulfate | $ 15.00 |
| Manganese | $ 18.00 |
| TDS | $ 20.00 |
| Fluoride | $ 15.00 |
| UCMR II | $ 400.00 |
| **Wells** | |
| Nitrate | $ 15.00 |
| Nitrite | $ 15.00 |
| Fluoride (Natural) | $ 15.00 |
| **Volatile Organic Carbons (VOC)** | $ 95.00 |

**Semi-VOC**

**Radiologicals**

| | |
|---|---|
| Gross Beta | $ 35.00 |
| Gross Alpha | |
| Radium 226 | $ 85.00 |
| Radium 228 | $ 175.00 |
| Uranium | $ 20.00 |
| Strontium 90 | $ 105.00 |
| Tritium | $ 55.00 |

**Secondary General Physical**

| | |
|---|---|
| Aggressive Index | $ 50.00 |
| Bicarbonate Alkalinity | $ 15.00 |
| Calcium | $ 10.00 |
| Carbonate Alkalinity | $ - |
| Chloride | $ 15.00 |
| Color | $ 10.00 |
| Copper | $ 10.00 |
| MBAS | $ 25.00 |
| Total Hardness | $ 10.00 |
| Hydroxide Alkalanity | $ - |
| Iron | $ 10.00 |
| Magnesium | $ 10.00 |
| Manganese | $ 10.00 |
| Odor Threshold | $ 10.00 |
| pH, Laboratory | $ 10.00 |
| Silver | $ 10.00 |
| Sodium | $ 10.00 |
| Specific Conductance | $ 15.00 |
| Sulfate | $ 15.00 |
| Total Dissolved Solids | $ 25.00 |
| Turbidity | $ 15.00 |
| Zinc | $ 10.00 |

**Inorganic Chemicals**

| | |
|---|---|
| Antimony | $ 10.00 |
| Arsenic | $ 10.00 |
| Asbestos | $ 100.00 |
| Barium | $ 10.00 |
| Berrylium | $ 10.00 |
| Cadium | $ 10.00 |
| Chromium (total) | $ 10.00 |
| Cyanide | $ 25.00 |
| Fluoride | $ 15.00 |
| Lead | $ 10.00 |
| Mercury | $ 20.00 |

| | |
|---|---|
| Nickel | $ 10.00 |
| Selenium | $ 10.00 |
| Thallium | $ 10.00 |

**Miscellaneous Chemicals**

| | |
|---|---|
| Perchlorate | $ 40.00 |
| Chromium VI | $ 85.00 |
| EDB & DBCP | $ 55.00 |
| Chlorinated Pesticides | $ 90.00 |
| Herbicides | $ 120.00 |
| Base/Neutral Phenols | $ 130.00 |
| Dioxin | $ 250.00 |
| Carbamates | $ 90.00 |
| Glyphosates | $ 90.00 |
| Endothal | $ 100.00 |
| Diquat | $ 100.00 |
| Diuron | $ 150.00 |

Sample Analysis Rates for NPDES Analyses:

| | unit cost |
|---|---|
| Wells | |
| pH | $ 10.00 |
| Temperature | $ - |
| Turbidity | $ 15.00 |
| TSS | $ 20.00 |
| BOD 5 | $ 40.00 |
| Settleable Solids | $ 20.00 |
| Residual Chlorine | $ 20.00 |
| Copper | $ 10.00 |
| NDMA | $ 225.00 |
| Perchlorate | $ 40.00 |
| 1,4 Dioxane | $ 110.00 |
| Acute Toxicity | $ 210.00 |
| Selenium | $ 10.00 |
| Oil and Grease | $ 40.00 |
| Sulfides | $ 15.00 |
| Phenol | $ 45.00 |
| MBAS | $ 25.00 |
| Copper | $ 10.00 |

Sample Analysis Rates for Industrial Waste Analyses:

| | unit cost |
|---|---|
| Arsenic | $ 10.00 |
| Cadmium | $ 10.00 |
| Chromium (Total) | $ 10.00 |
| Copper | $ 10.00 |
| Lead | $ 10.00 |
| Nickel | $ 10.00 |
| Silver | $ 10.00 |
| Zinc | $ 10.00 |
| Cyanide (Total) | $ 25.00 |
| Cyanide (Free) | $ 25.00 |
| Sulfides (Dissolved) | $ 15.00 |
| Oil & Grease (Dispersed) | $ 40.00 |
| Oil & Grease (Floatable) | $ 10.00 |
| pH | $ 10.00 |
| Temperature | $ - |

Rush Analyses Rates, are percentage added to the unit price based on the turn-around time (TAT) analysis.

| | |
|---|---|
| 24-hours | 100% |
| 48 to 72 hours | 75% |
| 4 to 5 days | 30% |

EXHIBIT B-2

SCHEDULE OF PAYMENT

1. Consultant shall submit an itemized statement for each analysis to City for its services performed on a monthly basis or when the work is completed, which shall include documentation setting forth in detail services rendered. Work is completed for each analysis when the written results are submitted to City. City shall pay the Consultant the amount of such billing within (30) days of the itemized statement.

2. Maximum Dollar Amount. The total amount of charges under this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,00.00) per year.

# EXHIBIT C

## CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**ADDRESS**

**COMPANIES AFFORDING COVERAGE**
**A.**
**B.**
**C.**

| COMPANY (A. B. C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | LIMITS | | |
|---|---|---|---|---|---|---|
| | | | | B.I. | P.D. | AGGREGATE |
| | ☐ AUTOMOBILE LIABILITY<br>☐ GENERAL LIABILITY<br>☐ PRODUCTS/COMPLETED OPERATIONS<br>☐ BLANKET CONTRACTUAL<br>☐ CONTRACTOR'S PROTECTIVE<br>☐ PERSONAL INJURY<br>☐ EXCESS LIABILITY<br>☐ **WORKERS' COMPENSATION**<br>☐ | | | | | |

It is hereby understood and agreed that the **City of Beverly Hills,** its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE:_____

BY:_____
Authorized Insurance Representative

TITLE:_____

AGENCY:_____

ADDRESS:_____

RM02.DOC REVISED10/14/96.