



## AGENDA REPORT

**Meeting Date:** May 6, 2014  
**Item Number:** E-7  
**To:** Honorable Mayor & City Council  
**From:** David Hillyer, Water Quality Specialist  
**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND EUROFINS EATON ANALYTICAL, INC. FOR WATER SAMPLING AND ANALYSIS  
**Attachment:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the agreement between the City of Beverly Hills and Eurofins Eaton Analytical, Inc. (Eurofins) for water quality sampling.

### **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 Eurofins to collect and analyze water samples and report the results to State and Federal agencies.

### **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 the National Pollutant Discharge and Elimination System (NPDES) and the United States Environmental Protection Agency (US-EPA) regulations from various locations in the City.

Eurofins Easton Analytical Inc. will be the primary laboratory for our federally required testing for US-EPA. This testing meets the Unregulated Contaminant Monitoring Rule (UCMR) and NPDES requirements. This vendor will also act as back up to our CA-DPH certified laboratory.

Services that will be provided by Eurofins include, but are not limited to: Water quality and constituent testing of potable water, groundwater, stormwater and brine discharge analysis, collection of samples and pick up of collected samples.

**FISCAL IMPACT**

The laboratory service from Eurofins is estimated not to exceed \$150,000 over a five year period. This estimate includes all State and Federal regulatory sampling and reporting. Funds are available in the Water Enterprise account for this consultant's services.

Don Rhoads  
Approved By



George Chavez  
Approved By



# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
EUROFINS EATON ANALYTICAL, INC. FOR WATER SAMPLING AND  
ANALYSIS

NAME OF CONSULTANT: Eurofins Eaton Analytical, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ed Wilson, President

CONSULTANT'S ADDRESS: 750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016-3629  
Attention: Ed Wilson, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Kevin Watson,  
Water Operations Manager

COMMENCEMENT DATE: June 1, 2014

TERMINATION DATE: May 31, 2017, unless extended pursuant to Section  
2 of the Agreement

CONSIDERATION: Not to exceed \$35,000 per year for a maximum of  
\$105,000 over a three year period, and if extended  
by CITY a maximum of \$175,000 over a five year  
period.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
EUROFINS EATON ANALYTICAL, INC. FOR WATER SAMPLING AND  
ANALYSIS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Eurofins Eaton Analytical, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent CONSULTANT. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(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 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.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) 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 Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

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.

(b) CONSULTANT shall require each of its sub-CONSULTANTs to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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.

(d) 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.

(e) 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 general and auto liability insurance 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.

(f) 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.

(g) 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.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend 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, attorney's 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.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The 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.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

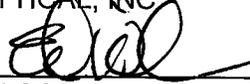
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: EUROFINS EATON  
ANALYTICAL, INC



ED WILSON  
President

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager



\_\_\_\_\_  
GEORGE CHAVEZ  
Director of Public Works Services



\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT is a laboratory firm that is qualified to analyze 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 CITY will be able to meet all the State and Federal regulations in a timely manner. CONSULTANT shall have all monthly compliance sample results reported by the 5<sup>th</sup> of the month following sample collection.

**1. Water Quality Testing:** CONSULTANT shall analyze the following types of compliance sampling at the following frequencies:

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

**Description: NPDES Permit**

<b>Constituent</b>	<b>Frequency</b>
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 Active Substances (MBAS)	Annual
N-Nitrosodimethylene (NDMA)	Annual
Perchlorate	Annual
1,4 Dioxane	Annual
pH Range	Monthly
Copper	Monthly
Selenium	Monthly

**b. Wastewater Effluent Monitoring:**

The Los Angeles County Public Works, Industrial Waste Disposal Permit, requires the CITY to monitor its 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 Disposal Water Permit. Below are the following constituents that CITY is required to monitor:

**Description: LA County Sanitation**

Constituent	Detection Limit mg/L	Frequency
Arsenic	< 3.0	Quarterly
Cadmium	<15.0	Quarterly
Copper	<15.0	Quarterly
Cyanide (Total)	<10.	Quarterly
Cyanide (Amenable)	<2.0	Quarterly
Dissolves 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)	<6000	Quarterly
Floatable Oil & Grease	<Non Visible	Quarterly
Temperature	140°F	Quarterly

**c. UCMR III Analyses:**

The United States Environmental Protection Agency (US-EPA) promulgated the Unregulated Contaminant Monitoring Rule III (UCMR III) in March 2011. The CITY is required to monitor List 1 of the UCMR III. CONSULTANT shall monitor the following:

Constituent	Method
Metals	EPA 200.8
Chlorate	EPA 300.1
Hexavalent Chromium	EPA 218.7
Volatile Organics	EPA 524.3
1,4-Dioxane	EPA 521
Perfluorochemicals	EPA 537

**2. DELIVERABLES:** CONSULTANT shall provide the following deliverables to CITY:

- a. **Analyses Results:** CONSULTANT shall submit regulatory results to the California Department of Public Health Date 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 Electronic Data Deliverables (EDDs) in a format that will be developed by 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 Business Process Outsourcing (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 CONSULTANT with 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 set forth 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 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. 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, such sub-consultant shall be approved in writing by CITY at least five (5) calendar days prior to the work being performed. Should CONSULTANT subcontract any portion this work (with the prior consent of the CITY), CONSULTANT shall confirm to CITY that the sub-consultant has any and all permits, licenses and insurance required by virtue of this Agreement and that all analytical reporting requirements of this Agreement extend to the sub-consultant.
- 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 Guideline 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 Bank 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 CONSULTANT's normal business hours.

EXHIBIT B-1

SCHEDULE OF RATES

**Sample Analysis Rates** include the following analyses, but are not limited to the following:

Sample Analysis Rates for CA-DPH analyses:

<b>Constituent</b>	<b>Unit Cost</b>
Coliform (P/A)	\$8.00
Fluoride	\$10.00
NO2-N	\$10.00
General Physical** Color, Odor, Turbidity	\$15.00
<b>Stage II DBP</b>	
TTHM	\$40.00
HAA5	\$60.00
<b>Lead and Copper</b>	
Lead	\$10.00
Copper	\$10.00
pH	\$5.00
Temperature	\$5.00
Alkalinity	\$10.00
Calcium	\$10.00
Conductivity	\$10.00
HPC	\$10.00
Chloride	\$10.00
Sulfate	\$10.00
Manganese	\$10.00
TDS	\$10.00
Fluoride	\$10.00
<b>Volatile Organic Carbons (VOC)</b>	<b>\$50.00</b>

<b>Radiologicals</b>	
Gross Beta	Included
Gross Alpha	\$50.00
Radium 226	\$125.00
Radium 228	\$125.00
Uranium	\$25.00
Strontium 90	\$125.00
Tritium	\$125.00

<b>Secondary General Physical</b>	
Aggressive Index	Calculation (no charge)
Bicarbonate Alkalinity	\$10.00
Calcium	\$10.00
Carbonate Alkalinity	\$10.00
Chloride	\$10.00
Color	\$12.00
Copper	\$5.00
MBAS	\$25.00
Total Hardness	\$10.00
Hydroxide Alkalinity	\$10.00
Iron	\$10.00
Magnesium	\$10.00
Manganese	\$5.00
Odor Threshold	\$12.00
pH, Laboratory	\$5.00
Silver	\$5.00
Sodium	\$10.00
Specific Conductance	\$10.00
Sulfate	\$10.00
Total Dissolved Solids	\$5.00
Turbidity	\$12.00
Zinc	\$5.00
<b>Inorganic Chemicals</b>	
Antimony	\$5.00
Arsenic	\$5.00
Asbestos	\$125.00
Barium	\$5.00
Beryllium	\$5.00
Cadium	\$5.00
Chromium (total)	\$5.00
Cyanide	\$25.00
Fluoride	\$10.00
Lead	\$5.00
Mercury	\$25.00
Nickel	\$5.00
Selenium	\$5.00
Thallium	\$5.00
<b>Miscellaneous Chemicals</b>	
Perchlorate	\$25.00
Chromium VI	\$25.00
EDB & DBCP	\$50.00
Chlorinated Pesticides	\$100.00
Herbicides	\$100.00
Base/Neutral Phenols	\$200.00

Dioxin	\$200.00
Carbamates	\$75.00
Glyphosates	\$75.00
Endothal	\$75.00
Diquat	\$75.00
Diuron	\$75.00

Sample Analysis Rates for NPDES Analyses:

pH	\$5.00
Temperature	\$5.00
Turbidity	\$5.00
TSS	\$10.00
BOD 5	\$25.00
Settleable Solids	\$10.00
Residual Chlorine	\$5.00
Copper	\$10.00
NDMA	\$150.00
Perchlorate	\$25.00
1,4 Dioxane	\$100.00
Acute Toxicity	\$250.00
Selenium	\$10.00
Oil and Grease	\$50.00
Sulfides	\$10.00
Phenol	\$25.00
MBAS	\$25.00

Sample Analysis Rates for Industrial Waste Analyses:

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)	\$10.00
Oil & Grease (dispersed)	\$50.00
Oil & Grease (floatable)	\$50.00
pH	\$5.00
Temperature	\$5.00

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

Results within 5 working days = 1.5 x listed unit price  
 Results within 2-3 working days = 2.0 x listed unit price  
 Results with 1 working day = 3.0 x listed unit price

Surcharges do not apply to Coliforms and any routine pre-scheduled samples (Nitrate, Fluoride, General Physicals) collected in the last week of the month for 10<sup>th</sup> of the month reporting.

## EXHIBIT B-2

### SCHEDULE OF PAYMENTS

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 each billing within (30) days of the itemized statement.
2. The total amount of charges under this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000.00) per year, One Hundred Five Thousand Dollars (\$105,000.00) over the three year term and, if extended by CITY, One Hundred Seventy Five Thousand (\$175,000) over the five year period.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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

AGENCY : \_\_\_\_\_

TITLE : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

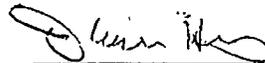
WRITTEN CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS  
OF  
EUROFINS EATON ANALYTICAL, INC.

The undersigned, being all of the directors of Eurofins Eaton Analytical, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation") and acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, do hereby consent to the adoption of the following resolutions of the Board of Directors of the Corporation and to the actions authorized thereby, effective July 12, 2013:

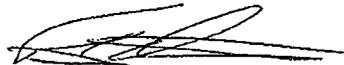
Authorization of President

RESOLVED, that it is hereby confirmed that the Corporation's President, Ed Wilson, has charge of the actual day to day operations and management of the Corporation and its property with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities; and

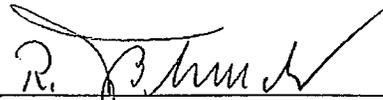
FURTHER RESOLVED, that it is hereby confirmed that the Corporation's President, Ed Wilson, is authorized and empowered to execute Forms of General Bid, Contracts, Deeds, Mortgages, Bonds or other instruments on behalf of the Corporation.



\_\_\_\_\_  
J. Wilson Hershey



\_\_\_\_\_  
Timothy S. Oostdyk



\_\_\_\_\_  
Ralf Fassbender