

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Eurofins Eaton Analytical, Inc., a Delaware Corporation, whose address of record is 1921 Gateway Blvd., Suite 101, Fresno, California 93720 (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to obtain general laboratory services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide laboratory services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the laboratory services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “B” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Eighteen Thousand Six Hundred Sixty-Three Dollars (\$118,663.00) per year for a total not to exceed sum of Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989.00) for all three (3) years of the Agreement.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Finney 5/12/16
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
EUROFINS EATON ANALYTICAL,
INC., A Delaware Corporation

BY: 
(Signature)

Dennis Leeke
(Typed Name)

Its: President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 46-0565341

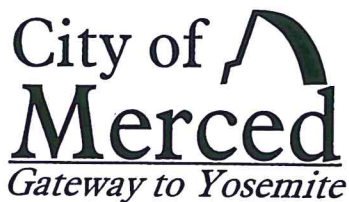
ADDRESS: 1921 Gateway Blvd.
Suite 101
Fresno, CA 93720

TELEPHONE: (559) 797-1931

FAX: _____

E-MAIL:

MonicaVanNatta@eurofinsus.com



Water Quality Control Division

Request for Proposal
Fiscal Years 2016/2019

Due: February 29, 2016

GENERAL LABORATORY SERVICES

The City of Merced Department of Public Works Water Quality Control Division is accepting proposals for analytical testing and services. Proposals should be mailed to the City of Merced Water Quality Control Division, 1776 Grogan Avenue, Merced, CA 95340 and must be received by 5:00 p.m. on Monday February 29, 2016 regardless of postmark.

SCOPE OF PROJECT

The City of Merced Department of Public Works Water Quality Control Division is requesting proposals for analytical testing and services as required by the State of California Regional Water Quality Control Board NPDES Permit. The contract start and end dates will be for the term of July 1, 2016 through June 30, 2019. The City will review performance annually and will have the option to terminate the contract if not satisfied with performance. Laboratories appropriately certified by the State of California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) and other such accrediting entities will perform all testing. Tests are to be performed per required analytical protocols listed below:

- 40 CFR Part 136 (approved methods for municipal and industrial wastewater);
- 40 CFR Part 136 or SW-846 (approved methods as specified by the City of Merced for municipal sludge);
- EPA 500 (series methods for analysis of organic compounds in drinking water or alternatives approved by federal and state regulatory agencies).

Results of analyses conducted will be used for compliance determinations, contamination investigations, and reporting to a variety of regulatory agencies including, but not limited to, the California State Water Resources Control Board (SWRCB), the Central Valley Regional Water Quality Control Board (RWQCB), the United States Environmental Protection Agency (USEPA), and the Merced County Division of Environmental Health (MCDEH).

The Water Quality Control Division, Wastewater Treatment Plant (WWTP), and Water Division (DW) staff will sample the industrial wastewater, municipal wastewater, liquid sludge, dried sludge, municipal water wells, distribution, and potentially contaminated soil and groundwater. All analyses must be performed in accordance with legal requirements for admissibility in court proceedings.

Any use of sub-contracting services must be identified in the proposal and included in the fee schedule.

Merced PCE Groundwater Project Electronic Deliverable Format™ (EDF) Requirements

Up to 78 groundwater monitoring wells are sampled quarterly to support the City of Merced's PCE Groundwater Project. The samples are to be analyzed utilizing EPA Method 8260B and the laboratory must prepare and submit results in accordance with the California State Water Resources Control Board's **Geotracker** Electronic Deliverable Format™ (EDF) requirements. This electronic data processing is in addition to the standard reporting/suspense time of the analytical data described elsewhere in the Request-for-Proposal.

The Global ID numbers and Field Points Names for the project's six (6) sites and associated one hundred (100) monitoring wells will be sent to the laboratory upon contract award. The number "70" above refers to the largest subset of the 100 wells that would be sampled in any one quarter.

The laboratory shall prepare the applicable data files and shall transmit the data via email to the City Water Quality Control Division and the City's designated environmental consultant firm within five (5) days of the certified report date. The consultant firm shall review the data and perform the actual upload to the Geotracker website. **To reiterate, the laboratory shall not upload the data to Geotracker directly, the City will manage this task separately.**

UCMR 4

Environmental and trip blank samples are required for several of the methods in UCMR 4. The City is not clear on the frequency of collections for these Quality Control (QC) type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC type samples. Laboratories will need to explain to the city how sample frequency is determined for each of the methods and how each sample will be billed. Also, as it was with UCMR3, it's expected that there will be laboratory related QC failures that will necessitate resampling by city crews. Laboratories must explain how costs/credits for repeat samples will be addressed. In the field, sample preservation is required for some samples in UCMR4. City staff will require training in this regard. Please provide information relating to this issue.

SCOPE OF SERVICES

The contracted laboratory shall be California State Certified with qualified personnel. All analytical reports must be reliable and acceptable to appropriate regulatory agencies. Results for routine samples must be received within **fifteen (15) days**. Rush samples are requested under special circumstances. These circumstances would require a 5-day or less turn around time.

The analyzing laboratory is to maintain in full force and effect, at its own cost and expense, insurance coverage as specified in pages 5 and 6 of the standard City contract. Please see attached copy of the **Terms and Conditions** listed as Attachment A.

The contracted laboratory shall provide sample transportation, exercise diligent sample handling, and proper chain of custody protocols to ensure a representative sample arrives at the laboratory.

The contracted laboratory shall provide appropriate sample containers and Chain-of-Custody forms as required in advance of sampling events. Quality Control Data must accompany analytical reports.

In addition to reporting the results to the City, the laboratory will report drinking water supply data directly to SWRCB via Electronic Data Transmission (EDT) in compliance with deadlines as specified in the California Code of Regulations (Title 22). The Federal UCMR4 data will be transmitted to the appropriate EPA website.

MINIMUM TESTING REQUIREMENTS

Due to the varied nature of projects the City of Merced handles; ***the exact number, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified.*** The following is an estimate of analyses that will be required based on sampling conducted during the past twelve-month period and on projections of upcoming projects:

| <u># Samples</u> | <u>Parameter</u> | <u>Method</u> |
|------------------|------------------|---------------------------|
| 10 | STLC extraction | CAL WET |
| 80 | Ag (Silver) | EPA 200.7 or 200.8 (WW) |
| 40 | Ag | EPA 200.7 or 200.8 (DW) |
| 10 | Ag | EPA 6010 or 6020 (solid) |
| 10 | Ag | EPA 6010 or 6020 (liquid) |
| 80 | Al (Aluminum) | EPA 200.7 or 200.8 (WW) |
| 40 | Al | EPA 200.7 or 200.8 (DW) |
| 10 | Al | EPA 6010 or 6020 (solid) |
| 87 | Sb (Antimony) | EPA 200.7 or 200.8 (WW) |
| 40 | Sb | EPA 200.8 (DW) |
| 10 | Sb | EPA 6010 or 6020 (solid) |
| 10 | Sb | EPA 6010 or 6020 (liquid) |
| 75 | As (Arsenic) | EPA 200.7 or 200.8 (WW) |
| 50 | As | EPA 200.8 (DW) |
| 10 | As | EPA 6010 or 6020 (solid) |
| 10 | As | EPA 6010 or 6020 (liquid) |
| 5 | Ba (Barium) | EPA 200.7 or 200.8 (WW) |
| 96 | Be (Beryllium) | EPA 200.7 or 200.8 (WW) |
| 40 | Be | EPA 200.7 or 200.8 (DW) |
| 20 | Be | EPA 6010 or 6020 (solid) |
| 10 | Be | EPA 6010 or 6020 (liquid) |
| 100 | Cd (Cadmium) | EPA 200.7 or 200.8 (WW) |
| 40 | Cd | EPA 200.7 or 200.8 (DW) |
| 20 | Cd | EPA 6010 or 6020 (solid) |

MINIMUM TESTING REQUIREMENTS (Cont.)

| <u># Samples</u> | <u>Parameter</u> | <u>Method</u> |
|-------------------------|-------------------------|----------------------------------|
| 10 | Cd | EPA 6010 or 6020 (liquid) |
| 100 | Cr (Chromium) | EPA 200.7 or 200.8 (WW) |
| 40 | Cr | EPA 200.7 or 200.8 (DW) |
| 20 | Cr | EPA 6010 or 6020 (solid) |
| 10 | Cr | EPA 6010 or 6020 (liquid) |
| 48 | Cr+6 (Hex Chrom) | EPA 218.6 (WW) |
| 100 | Cu (Copper) | EPA 200.7 or 200.8 (WW) |
| 40 | Cu | EPA 200.7 or 200.8 (DW) |
| 10 | Cu | EPA 6010 or 6020 (liquid) |
| 20 | Cu | EPA 6010 or 6020 (solid) |
| 5 | Fe (Iron) | EPA 200.7 (WW) |
| 100 | Hg (Mercury) | EPA 245.1 or 245.2 or 200.8 (WW) |
| 40 | Hg | EPA 245.1 or 245.2 or 200.8 (DW) |
| 20 | Hg | EPA 7471 or 6020A (solid) |
| 10 | Hg | EPA 7470 or 6020A (liquid) |
| 4 | Hg | EPA 1631(low level) |
| 100 | Pb (Lead) | EPA 200.7 or 200.8 (WW) |
| 40 | Pb | EPA 200.8 (DW) |
| 20 | Pb | EPA 6010 or 6020 (solid) |
| 10 | Pb | EPA 6010 or 6020 (liquid) |
| 87 | Mn (Manganese) | EPA 200.7 or 200.8 (WW) |
| 40 | Mn | EPA 200.7 or 200.8 (DW) |
| 20 | Mn | EPA 6010 (solid) |
| 87 | Mo (Molybdenum) | EPA 200.7 or 200.8 (WW) |
| 40 | Mo | EPA 200.7 or 200.8 (DW) |
| 20 | Mo | EPA 6010 or 6020 (solid) |
| 75 | Ni (Nickel) | EPA 200.7 or 200.8 (WW) |
| 40 | Ni | EPA 200.7 or 200.8 (DW) |
| 20 | Ni | EPA 6010 or 6020 (solid) |
| 10 | Ni | EPA 6010 or 6020 (liquid) |
| 86 | Se (Selenium) | EPA 200.7 or 200.8 (WW) |
| 40 | Se | EPA 200.8 (DW) |
| 20 | Se | EPA 6010 or 6020 (solid) |
| 10 | Se | EPA 6010 or 6020 (liquid) |

MINIMUM TESTING REQUIREMENTS (Cont.)

| <u># Samples</u> | <u>Parameter</u> | <u>Method</u> |
|-------------------------|-------------------------|------------------------------|
| 87 | TI (Thallium) | EPA 200.7 or 200.8 (WW) |
| 40 | TI | EPA 200.8 (DW) |
| 20 | TI | EPA 6010 or 6020 (solid) |
| 10 | TI | EPA 6010 or 6020 (liquid) |
| 157 | Zn (Zinc) | EPA 200.7 or 200.8 (WW) |
| 40 | Zn | EPA 200.7 or 200.8 (DW) |
| 20 | Zn | EPA 6010 or 6020 (solid) |
| 10 | Zn | EPA 6010 or 6020 (liquid) |
| 50 | Volatile Organics | EPA 601/602 or 624(WW) |
| 200 | " " | EPA 502.2 or 524.2 (DW) |
| 15 | " " | EPA 524.2 (DW) |
| 30 | " " | EPA 624 (WW) |
| 10 | " " | EPA 1624 (Low Level) |
| 400 | " " | EPA 8260B (water/solids) |
| 46 | OCL Pesticides | EPA 608 or 625 (WW) |
| 20 | " " | EPA 1656 or 8270(Water) |
| 18 | " " | EPA 505 (DW) |
| 18 | " " | EPA 508 or 525.2 (DW) |
| 25 | OP Pesticides | EPA 8141 or 8260 (solids) |
| 10 | " " | EPA 1657 or 8270 (water) |
| 18 | " " | EPA 507 or 525.2 (DW) |
| 20 | Herbicides | EPA 1658 or 8151(Water) |
| 18 | " | EPA 515.1 or 515.3 (DW) |
| 18 | " | EPA 549.2 (DW) |
| 18 | " | EPA 547 (DW) |
| 41 | Pesticides | EPA 608 or 625 (WW) |
| 35 | " | EPA 504.1 (DW) |
| 10 | " | EPA 8011 or 8260 (solids) |
| 10 | " | EPA 8141 or 8270 (solids) |
| 35 | BNA Compounds | EPA 625 (WW) |
| 10 | " " | EPA 1625 or 8270 (Low Level) |
| 6 | Dioxin | EPA 8290 (solids) |
| 6 | " | EPA 1613 (water) |
| 30 | TTHMs | EPA 502.2 or 524.2 (DW) |

MINIMUM TESTING REQUIREMENTS (Cont.)

| <u># Samples</u> | <u>Parameter</u> | <u>Method</u> |
|-------------------------|----------------------------------|-----------------------------------|
| 20 | HAA5 | EPA 552.2 or 552.3 (DW) |
| 15 | Ammonia (as N) | SM 4500-NH3 |
| 50 | Cyanide | EPA 335.4 or SM 4500-CN |
| 10 | Title 22 Minerals | (General, Physical and Inorganic) |
| 16 | Standard Minerals | |
| 50 | Oil & Grease | EPA 1664A |
| 52 | Total Nitrogen/TKN | SM 351.2 |
| 52 | Total Oxidizable Nitrogen (as N) | SM 4500-NO3-F |
| 52 | Total Nitrogen/TKN | SM4500 – NH3/N _{org} |
| 20 | Nitrate (as NO3) | EPA 300.0 |
| 20 | Nitrate (as N) | EPA 300.0 |
| 20 | Chloride | EPA 300.0 |
| 36 | Fluoride | EPA 300.0 or SM 4500-F |
| 50 | Sulfate | EPA 300.0 |
| 50 | Sulfide (as S) | SM 4500-S |
| 50 | Sulfite (as SO3) | SM 4500-SO3 |
| 50 | Hardness (as CaCO3) | SM 2340 B |
| 20 | Foaming Agents (MBAS) | SM 5540 C |
| 40 | Phosphorus, Total (as P) | EPA 365.4 or SM 4500-P |
| 20 | pH | SM 4500-H B |
| 60 | Specific Conductance (EC) | EPA 120.1 or SM2510 B |
| 60 | Total Dissolved Solids (TDS) | EPA 2540 C |
| 15 | Radio Nuclides | As approved by EPA for Wastewater |

MINIMUM TESTING REQUIREMENTS (Cont.)

| <u># Samples</u> | <u>Parameter</u> | <u>Method</u> |
|-------------------------|---|---|
| 18 | Uranium | As approved by SWRCB |
| 70 | Total Petroleum Hydrocarbons (All Fractions, SWRCB approved method) | |
| 5 | Fecal Coliform | SM9221E |
| 5 | Presence/Absence Coliform | SM9223 |
| 7 | Tributyl Tin | GC/MS |
| 42 | UCMR4 | EPA 524.3 (UCMR4 will be performed twice in one year) |
| 42 | UCMR4 | EPA 522 |
| 42 | UCMR4 | EPA 200.8 |
| 42 | UCMR4 | EPA 218.7 |
| 42 | UCMR4 | EPA 300.1 |
| 42 | UCMR4 | EPA 537 |
| 42 | UCMR4 | EPA 539 |

SPECIAL REQUIREMENTS

1. Two copies of the proposals shall be submitted to the City of Merced no later than Monday February 29, 2016 at 5:00 p.m.
2. All proposals shall remain firm for at least 90 days after the proposal opening date.
3. The City reserves the right to reject any and all proposals. The City will have no responsibility to compensate for any costs related to the preparation of their proposal.
4. Respondents must make a careful examination of the City's requirements, specifications, and conditions expressed in the Request for Proposal (RFP).
5. If any respondent in the process of submitting a proposal finds discrepancies in or omissions from the RFP, or if there are any questions, a request may be submitted in writing for interpretation or correction. Any changes in the RFP will be made only by written addendum by the Director of Public Works (or his designee) and mailed to each party on the RFP mailing list.
6. The selected Consultant is expected to execute the attached contract. In fairness to all those submitting a proposal, any revisions to the contract that the proposer wishes the City to consider must be noted in each response. If no such revisions are noted, the City will not consider any changes after the closing of the submission date.

Labor Code:

The laboratory shall comply with Sections 3700 et. seq. of the Labor Code of the State of California, which requires every employer to be insured against liability for workmen's compensation.

Insurance:

The laboratory shall also provide the following insurance coverage naming the City of Merced as additional insured:

- 1) Full Workmen's Compensation, Minimum Limit of \$100,000 per person.
- 2) Commercial General Liability, and Automobile, Minimum Combined Limit \$1,000,000.
- 3) Professional Liability, Minimum Amount \$1,000,000.

The words "endeavor to" and the last two lines of the standard cancellation clause located in the bottom right corner of the standard certificate of insurance form must be removed. Please see attached example of certificate of insurance listed as Attachment B.

Local Business Enterprise Policy:

The City Council has adopted a Local Business Enterprise Policy requiring service providers to make a good faith effort to include local businesses in their contract with the City. This may include offering an opportunity through subcontracting, if required. Proposers must respond to this policy in their proposal. Please see the attached copy of the full policy listed as Attachment C.

Conflicts Of Interest:

The laboratory must be aware of and comply with conflict rules included in the California Political Reform Act and Section 1990 et. seq. of the Government Code. The Political Reform Act requires City Officers to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

All City Employees Ineligible to Bid:

Proposers are advised that under Government Code Section 1126 all employees of the City of Merced are **not eligible** to submit responses on City contracts, to provide services or supplies to the City, or to enter into a lease or other agreements with the City. Any proposal submitted by a City employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

WATER QUALITY CONTROL DIVISION RESPONSIBILITIES

Collecting and preserving samples in conformance with regulatory protocols.

Chain of Custody protocol is observed.

Correct methods are requested.

Maintain communication with laboratory to inform of sampling schedule.

METHOD OF COMPENSATION

The laboratory is to submit a price schedule for the specified analyses for the term of July 1, 2016 through June 30, 2019. Invoices for individual samples and groups of samples will be processed for payment per the fee schedule as the City receives the analytical reports.

FORM AND CONTENTS OF FULL PROPOSAL

The Proposal shall include:

- 1) Proof of Laboratory Certification and qualifications of personnel to perform all tests.
- 2) A price quotation for the *specified analyses and methods*, which may include or be expressed as volume discounts keyed to a detailed fee schedule.
- 3) Specification of turnaround time for routine samples.
- 4) Time frame for reporting drinking water results to SWRCB.
- 5) Statement of policy regarding submission of travel and field blanks, to include volume allowance and explicit instructions on how such blanks may be processed at no charge to the City.
- 6) Statement of policy on reporting tentatively identifiable organic compounds, to include information on library search capability and how such an effort can be pursued.
- 7) EPA approved letter to perform UCMR4 testing.
- 8) Statement of policy on timely communication of analytical abnormalities to the City.
- 9) List of other services provided and fee schedules.
- 10) Proof of insurance coverage.
- 11) References.

Proposals shall be submitted in writing. Any exceptions to the requirements stated herein may result in the proposal being deemed non-responsive. The Laboratory Director shall sign the proposal. Please send two (2) copies of the proposal in a sealed envelope with closing date and proposer's name marked on the outside to:

**Lorraine M. Carrasquillo, Water Quality Control Supervisor
City of Merced, Water Quality Control Division
1776 Grogan Avenue
Merced, CA 95341**

Phone: 209.385.6204

SELECTION PROCEDURE/CRITERIA

Public Works Department representatives will review proposals submitted for completeness and qualifications. Public Works staff will present a recommendation to the City Council. The City Council will determine the final award.

Cost of services, while an important consideration, shall not be the sole determining factor in awarding this contract. Proposals will be reviewed for responsiveness to items specified in the Scope of Services section found on page 2 and the Contents of the Proposal section found on page 7 of this Request for Proposal. Competing laboratories will also be evaluated for the following qualities:

- Proximity to Merced;
- Professional reputation, inquiries to regulatory agencies and other customers may be made;
- Ability to demonstrate a clear understanding of the sampling protocols and analytical methods required under the various environmental statutes;
- Commitment to customer service, particularly in terms of stated policy on timely communication to the City of any analytical problems such as elevated detection limits or failed samples. Time sensitive compliance issues cause this to be an essential feature of laboratory contract.

Proposals must be received by 5:00 p.m. on Monday February 29, 2016. The City of Merced Public Works Department will review proposals. Incomplete proposals may be rejected as non-responsive. The City reserves the right to waive any irregularities in the proposals.

Respectfully,

Lorraine M. Carrasquillo
Water Quality Control Supervisor

cc: Bill Osmer, PW Manager – Waste Water
Pamela Whala, Buyer

Attachments:

- A. Blank Contract
- B. Terms & Conditions for Services and Public Works Contracts
- C. Administrative Policy A-19

Professional Services Agreement – Eurofins Laboratory

TIME OF PERFORMANCE SCHEDULE

Consultant shall begin work following authorization and notice to proceed from the City and shall complete testing by June 30, 2019.

Consultant shall log in all samples to meet the fifteen (15) calendar days TAT (turnaround time) and shall provide a shorter TAT under special circumstances when requested at the standard surcharge rates.

Consultant shall immediately notify Environmental Control Division staff of any MCL exceedances, positive bacteriological findings, GAC breakthroughs, and unknown chemical intrusions.

Due to the varied nature of projects; the exact number, types of tests, and a schedule for their submission during each fiscal year cannot be precisely specified. Consultant shall provide services to meet the requirements of all regulatory agencies and special projects when requested.

Professional Services Agreement

FEE SCHEDULE**Cost Detail**

EUROFINS

See Attached 2016 Quote \$118,663.00

Cost Summary

| <u>Fiscal Year</u> | <u>Total</u> |
|--------------------|---------------------|
| 2016/2017 | \$118,663.00 |
| 2017/2018 | \$118,663.00 |
| 2018/2019 | \$118,663.00 |
| Total: | <u>\$355,989.00</u> |