

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, 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 BSK Associates, a California Corporation, whose address of record is 550 West Locust Avenue, Fresno, California 93650, (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 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 “A” 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. **TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2024.

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 "B" 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 "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Twenty-Five Thousand Nine Hundred Two Dollars (\$125,902.00) annually for a not to exceed total contract amount of Three Hundred Seventy-Seven Thousand Seven Hundred Six Dollars (\$377,706.00) for the three (3) year term of this 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; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for 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. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Priscilla A. [Signature] 1/25/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
BSK ASSOCIATES,
A California Corporation

BY: Bicy
(Signature)

Belinda C. Vega
(Typed Name)

Its: Laboratory Director
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-1633676

ADDRESS: 550 W. Locust Ave.
Fresno, CA 93650

TELEPHONE: (559) 497-2880

FAX: (559) 497-2886

E-MAIL: bvega@bskassociates.com

May 7, 2021

City of Merced – Water Quality Control Division
1776 Grogan Ave.
Merced, CA 95341
Mr. Jeremy Geiger - Water Quality Control Supervisor

Re: Request for Proposal for General Laboratory Services

Dear Mr. Geiger:

On behalf of BSK Associates' Laboratory Services Division (BSK Labs), I would like to thank you for being included in your solicitation process for the City of Merced "General Laboratory Services" program. We have thoroughly reviewed the bid information and take no exceptions nor request any variances to the specifications set forth in your request for proposal.

Enclosed please find the following support information:

- A). Cover Letter (This Page)
- B). Experience and Services (Statement of Qualifications)
- C). Project Understanding
- D). Special Requirements
- E). References
- F). Fee Estimates (under separate cover)

Included in our SOQ are sections detailing BSK Lab's support capabilities. This information illustrates the experience BSK offers in all facets of Drinking Water, Wastewater, and Monitoring Well analyses and support capabilities, expertise which will be crucial in furnishing the highest quality data in accordance with the bid schedule and specifications. We can perform the work outlined in the Scope of Services and will do so until the contract ends on June 30, 2024.

Should you have any questions or require additional information, please contact me at your convenience.

Thank you again for including BSK in this bid opportunity.

Sincerely,



Stephane Maupas
Client Service Supervisor/Project Consultant
559-497-2888 x212
BSK Associates

EXHIBIT A

B). INTRODUCTION – EXPERIENCE AND SERVICES

BSK Associates (BSK) is an employee-owned, professional services corporation based in California. BSK Associates' Analytical Laboratory was founded in July 1966 to support the Engineering Division's needs for testing services related to environmental remediation. Over the years, the laboratory grew substantially, becoming specialists in the analyses of drinking water for CA Title 22 compliance, wastewater for NPDES and SWQCB permit compliance, and ground and surface non-potable testing related to the Irrigated Lands and CalTox program for discharges to estuaries, bays, and other surface water bodies in the state. Our specialization has not only centered on the most current analytical methods associated with these industries, but has also new, evolving methods required in the drinking water and wastewater industries such as low-level Hexavalent Chromium, Perchlorates, 1,2,3-Trichloropropane, and one of the few labs nationwide that has participated in all of EPA's UCMR Programs thus far (UCMR1-5).

Currently, BSK Labs has approximately 65 full-time equivalent employees (FTE) in our Fresno and Rancho Cordova Lab operations. The primary facility in Fresno is a full-service 16,000 sq ft. environmental laboratory specializing in water quality analyses. Our facility is certified for most of the analyses associated with these matrices except for Asbestos, Dioxin, Radiochem, TPH Jet Fuel (stormwaters), EPA 1631 LL Mercury, Tributyl Tin and Phenolics.

Current credentials are maintained for the States of California, Nevada, Oregon, Washington, and Hawaii. With a recent expansion of our NELAC accreditation, BSK has expanded services into the Pacific Northwest and a world-wide client base for the Bottled Water industry.

BSK gross revenues were approximately 11 million dollars in 2020 from a client base well over 3000 individual cities, utilities, water districts, corporations, and private individuals. Most of these customers (>80%) utilize BSK for their Drinking and Wastewater testing services. Our clients vary in size from a handful of distribution points to the largest utility for deep-water production wells in the United States. In addition, BSK also provided analytical and technical support to private individuals, wastewater and surface water treatment plants, environmental engineering groups of various disciplines, and miscellaneous analytical support to private industry. When added together, BSK performed testing services for over 1500 different clients in the past year alone.

Our 55 years of experience in all phases of water testing enables BSK to provide our clients with much more than routine analytical support. We frequently consult with our clients to provide valuable information for non-routine work and specialty projects. BSK is proficient with emerging tests such as PFAS, low-level NDMA, Perchlorate, 1,4-Dioxane, and, most recently, low-level Hexavalent Chromium and 1,2,3-Trichloropropane at the latest Public Health Goals. BSK has also participated in specialty projects such as tracer studies for plant optimization, special zone sampling for aquifer evaluations, and pump studies for the effects on water quality and treatment systems. Our diversity and experience with water testing and evaluations enables BSK to be a valuable team member for problem solving, which is one of our valued-added services

extended to all of our clients. BSK offers a wide array of analytical support and consultation in addition to the routine tests outlined in this RFP, which have extended to the City of Merced continuously over the past 13 years. We look forward to continuing to offer our analytical support capabilities and program solving experience to the City of Merced for all their testing needs.

This year, BSK will celebrate its 55th year of service to the environmental community. During this time, we have accumulated hundreds of references. Three of those references, whose analytical programs are virtually identical to those outlined in this bid, have been listed in Section 11 for your review. Our lab is approximately 50 miles from the City of Merced making it easy for BSK couriers to pick up samples at your request. Our couriers are currently in the City of Merced on routine schedules every Tuesday, Thursday, and Friday. We have been able to coordinate the majority of Merced's sampling on these days and, if an emergency pickup is needed, BSK will make every effort to accommodate the City.

C). PROJECT UNDERSTANDING

BSK has reviewed the statement of work and will provide the following services to ensure successful completion. We have streamlined the lab for the ability to easily integrate unscheduled samples into sample groups that are currently in-progress without interruption to work-flow. This allows the lab to achieve our anticipated TAT as well as meet the client's performance expectations and their reporting schedules. We are also aware of and have experience with the "emergency" situations that occur in this industry which necessitate immediate response. Positive bacteriological findings, GAC break-through, MCL exceedances, and unknown chemical intrusion into the treatment system are all examples of the same-day analytical needs we have encountered. BSK Analytical Laboratories will make every reasonable effort to expedite these emergency response analyses in the requested time frame.

Certifications and Personnel Qualifications

BSK is current certified by the California Department of Public Health under the ELAP Program as well as NELAP certification from the State of Oregon which California grants reciprocity to. BSK is certified for all methods (or their equivalent) listed in this RFP except for the tests listed below. This is of significant value to the City in that it virtually eliminates the need for using subcontractors, especially for expensive tests such as Priority Pollutants and the upcoming UCMR5, which not only reduces the chance for errors when forwarding samples to other facilities, but also reduces the analytical cost as the laboratory would need to apply some degree of markup to address the added handling costs. Furthermore, by minimizing the degree of subcontracting required, the City will realize fewer problems associated with broken containers and out-of-temperature compliance issues which will in turn save the City substantial time and costs associated with any re-sampling efforts.

The following tests will be subcontracted to the following ELAP Certified Laboratories:

- LA Testing – Asbestos
- Ceres – Dioxin
- FGL – Radiochem
- Castle – TPH Jet Fuel (stormwaters)

- Basic – EPA 1631 LL Mercury
- Weck – Tributyl Tin
- BC Labs - Phenolics

Copies of our certifications as well as those of our subcontractor labs are available upon request.

BSK Key Personnel

For the City of Merced, BSK proposes to use Elaine Phillips as the primary point of contact. She is the current Project Coordinator for the City and is familiar with the existing analytical requirements related to the drinking and wastewater programs, the TCE groundwater program, the rush requirements and the special distribution system samples. She is thoroughly versed with the invoicing protocols and the special reporting requirements for the City, including those related to the number of custom hardcopy formats and electronic data deliverables. Elaine has many years of experience in the environmental laboratory industry. This experience affords a tremendous understanding of all aspects of drinking water rules and NPDES regulations as well as the ability to address issues immediately should they occur. Michelle Croft will act as a secondary contact to the City in her absence. This will ensure the City has immediate access to a lab representative should a question or issue ever arise that needed to be addressed right away.

Elaine Phillips – Project Coordinator II
 Michelle Croft – Backup Project Coordinator
 Belinda Vega - Laboratory Director
 Dan Bennett - Organics Department Manager
 Josh Scales – Inorganics Department Manager
 Norman Espinoza – Metals Department Manager
 Dave Tsubota- Technical Services Manager
 Michael Ng - Quality Assurance/Quality Control Manager
 Mickey Lear – Sample Receiving and Client Services Manager
 Kris Morton - Information Systems Administrator

In addition to management, BSK has a full complement of cross-trained analysts that are responsible for the routine generation of data. We do not designate specific analysts to clients. The four primary section managers who oversee these analysts will be our Inorganic, Metals, Organics, and QC Managers. The Laboratory management staff are all degreed scientists. Currently, 35% of laboratory staff are degreed chemists, 36% are degreed in other science majors. Our average employee work experience exceeds ten years of actual laboratory work and over half of the staff have been with BSK over ten years, illustrating a dedicated, strong, and experienced work staff in drinking and wastewater analytical testing. Resumes are available upon request.

Analytical Turnaround Time (TAT)

BSK recognizes that the City must be able to rely on the laboratory to deliver results on time. Our standard turnaround schedule is 10 business days, significantly less than the 15 days listed in the bid specifications. BSK's quicker TAT will allow the City to have a faster response time should any issues arise. BSK uses this "On Time" metric to closely monitor the performance of the laboratory. It is a topic discussed weekly at management meetings and presented during all staff

meetings for everyone to see. Copies of our performance are also posted around the laboratory as a daily reminder of the importance in meeting our commitments to our clients. For the City of Merced, BSK has met turnaround times 95% of the time for the past 12 months.

Rush samples will be processed under special circumstances with a 5 day or less TAT. Note: Additional charges will apply for these samples and laboratory approval for rushes must be made in advance.

EFFLUENT AND RECEIVING WATER CHARACTERIZATION MONITORING

As noted in the RFP, beginning in the third quarter of 2021, the City of Merced WWTP will be conducting effluent and receiving water characterization for 4 consecutive quarters. BSK has reviewed Attachment C (an excerpt from the City's NPDES permit) and Attachment D – AMR and will perform analyses in accordance with the AMR.

DRINKING WATER RESULTS REPORTING and GEOTRACKER for Monitoring Wells

Results for drinking water testing are reported to the State EDT "Write-On" program. Both the electronic and hardcopy reports generated in the "Write-On" format are processed directly from the BSK LIMS database using a proprietary programming technique. The State Forms are automatically printed along with a standard BSK hardcopy report. Both sets of data pages are sent to the client. The electronic results are transferred to the State twice a month (versus the monthly basis as per CDPH database request). BSK will also assist the City in having questionable or mistaken data entries recanted from the database. BSK also has extensive experience in reporting data in different customized electronic formats. If the City should ever require additional electronic reporting, we are confident we can assist in your needs. This is a time saver for the creation of the City's CCR reports which require an accumulation of the year's data in one file. We can easily assist the City with this, again at no additional cost. Please note the state EDT program is transitioning to the CLIP program. BSK will assist the City with this transition.

MERCED PCE GROUNDWATER PROJECT EDF REQUIREMENTS

In addition to the EDDs required for drinking water compliance, BSK is completely familiar and experienced with the Electronic Data requirements of GeoTracker. Most of our engineering, RWQCB, and DTSC projects require the lab to submit the data in this format to the consultant for final uploading into the states' database. While the Project Manager (PM) is reviewing the hardcopy report, the GeoTracker file is analyzed through our checker system. If no errors are discovered, the file and the final report are submitted to the consultant at the same time for review and final upload to the State's database. The laboratory does not perform this upload. If errors are discovered while running through the automated checker, they will be evaluated and corrected by our IT group as soon as possible prior to being sent to the client. By utilizing both the laboratory IT group and the experience and expertise our Engineering Division has with GeoTracker, checker errors are usually easily diagnosed and quickly corrected. This allows the client to upload the data to the Board in a timely fashion. BSK has developed an excellent working relationship with the City's consultants involved with the PCE Groundwater project. Our timeliness in delivering both hardcopy reports and GeoTracker files has enabled reports to be completed on time and error-free. *This service is provided at no additional cost to the client.*

UCMR 5 TESTING

BSK is in the process of getting certified for all UCMR5 compounds and is knowledgeable in the scope, analytical methods and contaminants required for groundwater sourced large drinking water systems.

TRAVEL AND FIELD BLANKS

BSK Analytical Laboratories will supply travel and field blanks for volatile organic methods when requested for specific bottle orders intended for immediate use. The preparation of fresh blanks is vital in data validation. There will be no limit on the number of Trip Blanks the City can submit as long as it is one Trip Blank per environmental set of samples. These Trip Blanks must be prepared by the lab using VOC-free water from the same system from which our daily method blanks are prepared (proven to be free of target analytes). These vials are labeled with the preparation date and sealed to verify their integrity. The analytical results of these blanks will be compared to the accompanying environmental samples to verify if environment intrusion was a possibility. A detailed evaluation will be addressed in the Case Narrative section of the final report. These blanks will be analyzed at no additional cost if requested as a "travel blank" on the chain of custody. Additionally, BSK will supply "Organic Free Water" to be used as Equipment Blanks by the samplers to verify their equipment decontamination procedures have been successful (if needed). This water is tested for VOCs prior to shipment to assure the water could not be a contributor to VOC contaminants. This water will also be supplied at no additional cost.

COMMUNICATION to CLIENT

As indicated above, BSK will assign a dedicated Project Manager (PM) to the City of Merced. This single point of contact has historically worked well in the past and helps facilitate concise lines of communication between the lab and the City for bottle orders, status reports, and quickly evaluating current data points to historical trends. The most important item will be in immediate response should there be a Drinking Water MCL exceedance which would trigger the need to contact the City at once without any confusion at the lab. BSK's LIMS system runs a daily program to search for MCL exceedances. The PM is notified within no more than twenty-four hours of a result being approved in the system that it exceeds an established MCL. The client is then notified on the same day, following notification of the PM. This is as close as real-time data as possible and a service our clients have found invaluable for monitoring treatment systems or wells that need to be blended due to water quality. By dedicating a PM as the client's single point of contact, this process functions very efficiently. In the unlikely event that an analysis will be delayed due to equipment failure or activities beyond our control, the PM will immediately notify the City of the situation. The PM will discuss all options to the City so that the best resolution in the interest of the City can be agreed upon. This will take place the same day the issue is brought to the attention of the PM.

LIST of LABORATORY SERVICES

BSK Labs is a full-service environmental laboratory. In addition to the specific tests listed in the RFP, we offer a wide array of additional analytical support capabilities that complements our extensive testing support capabilities. In addition to specialty testing such as EPA's UCMR Program, the lab is currently involved with the testing of low-level 1,2,3-TCP, low-level Hexavalent Chromium, low-level Perchlorate, and the impact of PFAS on groundwater by EPA 537.1, 533 and the DOD PFOA method. Additional tests can be performed upon request. Please contact the lab for pricing.

Sample Receiving and Containers

Our Sample Receiving department in our Fresno lab is open Monday through Friday 7:30 A.M. to 5:30 P.M. We will continue to provide complimentary courier pick-up of your samples as needed.

Because of our proximity to the City of Merced, and our existing courier and sampling routes near the City, we can provide prompt and convenient sample pick-ups. We are always willing to provide special services for sample transfers upon request.

Containers and materials needed for sampling are available through our Sample Receiving department. We keep a constant supply of containers ready for your sampling needs. BSK Analytical Laboratories assumes all costs of sample bottles, shipping containers, and shipping materials.

Chain of Custody Procedures

One important element, in providing our clients with consistent and accurate results, is the assurance that continuous integrity of the sample and its documentation has been provided throughout the entire process. Our courier and Sample Receiving department will provide the proper chain-of-custody for delivery of samples to our laboratory.

Upon receipt at the lab, all samples are inspected for proper sample condition, correct label identification, and a correctly completed Chain of Custody record. After initial inspection, each sample is assigned a unique laboratory identification number, and the analyses that are requested are recorded for each sample. All pertinent information is entered into our LIMS system. Our LIMS system keeps a complete record of all sample activity, analytical results, and is employed to generate the Certificate of Analysis.

Quality Control Reports

All submissions include a "Level II" Quality Control report. These Quality Control reports contain results of method blank analysis, laboratory control spike results, matrix spike results, and laboratory duplicate results. Cation/anion balance reports are also available for samples with a complete analysis of inorganic ions.

Laboratory Information Management System (LIMS)

BSK Labs utilizes a state-of-the-art LIMS system, "ELEMENT" Premium, for all data handling and direct report generation, processing, and electronic delivery. BSK employs three full time information systems administrators, who have customized the LIMS system to provide the following features:

- v Record of all samples received and their pertinent details
- v Complete audit trail of any changes made to an original entry
- v Password protected web access
- v Sample hold time tracking
- v Instantaneous status of samples
- v Client specific tests and profiles of tests
- v Supervisor approval requirement for final results
- v Instantaneous final reports
- v Automatic Quality Control reports (2 levels)
- v Variety of query capabilities
- v Customized final reports
- v Customized Electronic Data Deliverable (EDD)

All sample results and Quality Control results are available as Electronic Data Deliverables (EDD) and will be sent directly upon completion. They are normally formatted in standard spreadsheet files (such as EXCEL), but custom reports are available according to your specifications and we will work to export data to your LIMS system.

Sample Hold Times

Sample hold times are managed through our LIMS system. They are derived from method specific references. Sample shipping schedules will also consider the need to meet holding times. In the unlikely event that a holding time is exceeded due to laboratory error, a replacement sample will be analyzed at no charge to the City.

Invoicing

All pricing under this proposal is assigned in our LIMS system to a quote. The invoices are automatically generated using the quote, thus providing the correct pricing for each sampling event. If the City requires analytical support not listed on the price schedule, the tests will be priced at BSK's standard rates.

Emergency Samples

As a Fresno-based laboratory, BSK is uniquely positioned to provide on-call or emergency testing services for situations outside of the normal business hours specified in the RFP. BSK has provided similar services to other clients in the region. A valued client contacted laboratory personnel on the weekend as their entire distribution system was suspected as having bacteria contamination. BSK staff arranged courier and sampling teams to work immediately and processed samples in a matter of hours. This service was instrumental in allowing the township the ability to return their distribution system to normal service without any emergency notifications.

BSK offers the City a group of emergency contacts should the need arise. The City will be provided with an emergency contact list that includes direct phone numbers of all key personnel within the operation. These contacts have access to the Laboratory's highest levels of management ensuring the ability to assemble the resources necessary to address the City's need. Included on the list will be the Laboratory Director/ Vice President of Laboratory Services who can gather additional support from within the company should the need arise. BSK representatives will meet City personnel at the laboratory or at a specified location to accept samples for emergency services.

Proof of Insurance

A copy of BSK's general insurance coverage will be provided upon contract award.

D). SPECIAL REQUIREMENTS

BSK has reviewed the special issues and requirements on pages 5 and 6 of the RFP and will comply with the language provided regarding:

- Form and Execution of the Contract (agreement for professional services)
- Labor Code (workers compensation)
- Civil Rights Laws (non-discrimination)
- Insurance (requirements in Section 9)
- Conflict of Interest
- City of Merced Business License

E). PROFESSIONAL REFERENCES

BSK currently provides analytical support for public utilities in both California and Nevada. According to the California Department of Public Health Database group, BSK is one of the top submitters of Drinking Water electronic data into their Write-On database for regulatory compliance monitoring. In doing this volume of Drinking Water testing, BSK has provided analytical support to every type of utility project imaginable. The utilities listed below as professional references were selected due to their similarity to the City of Merced's testing needs such as the type of tests performed, the volume of samples submitted, the regulatory compliance needs for Title 22 Drinking Water and NPDES regulatory compliance requirements, the EPA's UCMR program scope, and their electronic reporting requirements. These references are in addition to the relationship BSK has had with the City of Merced for the last two decades. Additional references can be provided upon request.

City of Fresno Water Division

1910 E. University

Fresno, CA 93703

Contact: Bob Little

Phone: (559) 621-5355

Services Provided: Title 22 Drinking Water analysis/GAC testing/Surface Water testing, and Complete UCMR1, 2, and 3 and 4 support.

City of Tulare

3981 S. K Street

Tulare, CA 93274

Contact: Tim Doyle – Water Collections Utility Manager

Phone: 559-684-4286

Email: tdoyle@ci.tulare.ca.gov

Contact: Rich Bono – Wastewater Treatment Plant Manager

Phone: 559-685-2360

Email: swebb@ci.tulare.ca.us

Services Provided: Comprehensive Title 22, special low-level 1,2,3-TCP, DBCP, and Cr+6 projects, complete WWTP testing for WDR Regulatory compliance and comprehensive Priority Pollutant Analysis.

City of Woodland

655 N. Pioneer Ave.

Woodland, CA 95776

Contact: Jeremy Cox – Drinking Water Supervisor

Phone: 530-661-5882

Email: Jeremy.cox@cityofwoodland.org

Comprehensive Title 22 and UCMR1, 2, and 3 & 4 testing.

F). FEE ESTIMATE (Under separate cover as requested)

Fee estimates are included for the specified analyses and methods. The prices listed are for routine analyses performed to industry standard levels of technology and reporting limits. BSK has provided this level of analytical service to the City of Merced on past projects. All data has been found acceptable by the City of Merced, California DPH, and the RWQCB. We foresee no problematic areas with any of the regulatory agencies to which this data will be submitted. Extraordinary analytical requirements, such as extremely low detection limits, unusual matrices, or new government regulations may require method modifications, and/or subcontracting, which may result in different costs for these special analyses. BSK will cooperate with the City of Merced to identify these special projects and provide appropriate quotations for them. The following assumptions have been made on the supplied list of target analytes:

UCMR 5 – Pricing includes EPA Methods 533 (\$225) and 537 (\$160) and Lithium (\$40). Note the method requires field blanks for EPA Methods 533 and 537. The cost for these tests are not included in the line item pricing given. If requested, field blanks will be charged at the same rates as regular samples.

EPA Method 537 – Pricing given does not include field blanks. Those are billed separately at the same unit price.

Rush Charges are as follows:

2 day: 100%
3 day: 50%
5 day: 25%

BSK Associates Fee Estimate 2021-2024 - City of Merced					
NPDES SAMPLING REQUIREMENTS					
Parameter	No. of Samples	Unit Cost	Total Cost	Notes	
TKN	52	\$ 32.00	\$ 1,664.00		
Dissolved Organic Carbon	4	\$ 40.00	\$ 160.00		
Copper, Total Recoverable	4	\$ 13.00	\$ 52.00		
Hardness, Total	4	\$ 26.00	\$ 104.00		
Chlorpyrifos	4	\$ 100.00	\$ 400.00		
Diazinon	4	\$ -	\$ -	Included with Chlorpyrifos	
Dissolved Organic Carbon	8	\$ 40.00	\$ 320.00		
Standard Minerals	2	\$ 100.00	\$ 200.00		
EPA 8081	4	\$ 100.00	\$ 400.00		
EPA 8260	4	\$ 90.00	\$ 360.00		
Cyanide	4	\$ 28.00	\$ 112.00		
Metals CAM 17	4	\$ 125.00	\$ 500.00		
Arsenic	24	\$ 13.00	\$ 312.00		
EC	24	\$ 8.00	\$ 192.00		
Nitrate plus Nitrite as N	24	\$ 25.00	\$ 600.00		
Ammonia N	24	\$ 35.00	\$ 840.00		
Total Nitrogen	24	\$ 45.00	\$ 1,080.00		
Total Kjeldahl Nitrogen	24	\$ 32.00	\$ 768.00		
pH	24	\$ 8.00	\$ 192.00		
Total Dissolved Solids	24	\$ 13.00	\$ 312.00		
Total Coliform	24	\$ 40.00	\$ 960.00		
Standard Minerals1	24	\$ 100.00	\$ 2,400.00		
Sulfate as SO4	24	\$ 13.00	\$ 312.00		
Influent Full Priority Polls.2	1	\$ 2,600.00	\$ 2,600.00		
Effluent Full Priority Polls.2	1	\$ 2,600.00	\$ 2,600.00		
Biosolid Full Priority Polls.2	1	\$ 650.00	\$ 650.00		
EC	1	\$ 8.00	\$ 8.00		
TDS	1	\$ 13.00	\$ 13.00		
Effluent Characterization3	4	\$ 2,600.00	\$ 10,400.00		
Receiving Water Character.3	4	\$ 2,600.00	\$ 10,400.00		
Indeno(1,2,3-cd)pyrene & Dibenxo(a,h)anthracene	6	\$ 175.00	\$ 1,050.00		
Biosolid Profile4	2	\$ 350.00	\$ 700.00		
Land App Soil Profile4	22	\$ 350.00	\$ 7,700.00		
LAB DI WATER SAMPLES					
Inhibitory Residue	1	\$ 700.00	\$ 700.00		
TOC	1	\$ 30.00	\$ 30.00		
Water Quality Test Ratio1	1	\$ 700.00	\$ 700.00		
Metals2	1	\$ 78.00	\$ 78.00		
INDUSTRIAL WW SAMPLES					
Cyanide	12	\$ 28.00	\$ 336.00		
Ethylene Dibromide	12	\$ 45.00	\$ 540.00		
2 CEVE	3	\$ -	\$ -	Included with TICHs - Purgeables (EPA 624.1)	
Phenolic Compounds	12	\$ 70.00	\$ 840.00	EPA 420.1	
Pesticides, PCBs	8	\$ 100.00	\$ 800.00		
Arsenic	30	\$ 13.00	\$ 390.00		
Benzene	20	\$ -	\$ -	Included with TICHs - Purgeables (EPA 624.1)	
Cadmium	20	\$ 13.00	\$ 260.00		
Chromium	30	\$ 13.00	\$ 390.00		
Copper	30	\$ 13.00	\$ 390.00		
Lead	30	\$ 13.00	\$ 390.00		
Mercury	20	\$ 13.00	\$ 260.00		
Nickel	20	\$ 13.00	\$ 260.00		

EXHIBIT B

Silver	20	\$ 13.00	\$ 260.00		
Toluene	20	\$ -	\$ -	Included with TICHs - Purgeables (EPA 624.1)	
Xylene	20	\$ -	\$ -	Included with TICHs - Purgeables (EPA 624.1)	
1,2 Dichloroethane, Tetrachloroethylene	18	\$ 50.00	\$ 900.00		
TICHs - Purgeables	20	\$ 135.00	\$ 2,700.00	Included with TICHs - Purgeables (EPA 624.1)	
O&G (animal/vegetable)	22	\$ 60.00	\$ 1,320.00		
SGT O&G	22	\$ 60.00	\$ 1,320.00		
DRINKING WATER SAMPLES					
EPA 524.2	200	\$ 75.00	\$ 15,000.00		
Nitrate as N	33	\$ 13.00	\$ 429.00		
TTHMS/HAA5	5	\$ 125.00	\$ 625.00		
Fluoride	21	\$ 15.00	\$ 315.00		
Full Title 22	2	\$ 2,000.00	\$ 4,000.00		
Secondary/GP1	21	\$ 225.00	\$ 4,725.00		
Inorganics2	21	\$ -	\$ -	Included with Secondary/GP	
Nitrate as N	21	\$ 13.00	\$ 273.00		
Radiological (Gross Alpha)	21	\$ 55.00	\$ 1,155.00		
Regulated VOCs (EPA 524.2)	21	\$ 75.00	\$ 1,575.00		
Regulated SOCs (EPA 525)	21	\$ 80.00	\$ 1,680.00		
UCMRS 3	42	\$ 425.00	\$ 17,850.00	Does not include field blanks. EPA 537.1 and EPA 533 require field blanks.	
Lead and Copper Rule4	30	\$ 35.00	\$ 1,050.00		
TCP	20	\$ 95.00	\$ 1,900.00		
PFAS	4	\$ 230.00	\$ 920.00		
GROUNDWATER SAMPLES					
EPA 8260B	127	\$ 90.00	\$ 11,430.00		
Chromium 6	35	\$ 50.00	\$ 1,750.00		
Total Cost All Samples			\$ 125,902.00		
Add 20% Contingency Fee			\$ 25,126.40		
Grand Total with 20%			\$ 151,028.40		

Notes: NPDES SAMPLING

1 Standard Minerals shall include: boron, calcium, iron, magnesium, potassium, sodium, chloride, manganese, phosphorus, total alkalinity, (including alkalinity series: bicarbonate, carbonate, and hydroxide), and hardness, and include verification that the analysis is complete (i.e. cation/anion balance).

2 Full Priority Pollutant Scan Use the same list of constituents for the Effluent and Receiving Water Characterization Monitoring, Attachment B

3 Effluent and Receiving Water Characterization Monitoring detailed in Objective Section of this RFP. See list of constituents in Attachment B

4 Biosolid and Soil Profile shall include: ammonia, nitrate, % solid, pH, phosphorus, TKN, TON, arsenic, boron, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, potassium, selenium, zinc, fecal &

total coliform.

Notes: LAB DI WATER

1 Calcium, Magnesium, sodium, potassium, sulfate, phosphate, carbonate, bicarbonate

2 Cadmium, chromium, copper, lead, nickel, zinc

Notes: DRINKING WATER

1 Secondary/GP shall include: alkalinity series, calcium, chloride, color, copper, MBAs, hardness as CaCO₃, iron, magnesium, manganese, odor threshold, pH, silver, sodium, specific conductivity, sulfate, TDS, turbidity, zinc

2 Inorganics shall include: aluminum, antimony, arsenic, barium, beryllium, cadmium, chromium(total), fluoride(natural source), mercury, nickel, perchlorate, selenium, thallium.

3 UCMR5 shall include: EPA 533, EPA 537.1, and lithium. Will be conducted twice during a 12-month period between 2023 & 2025.

4 Lead and Copper Rule sampling will be conducted in 2021