

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 McCampbell Analytical Incorporated., a California Corporation, whose address of record is 1534 Willow Pass Road, Pittsburg, California 94565, (hereinafter referred to as “Consultant”).

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

WHEREAS, Consultant represents that it possesses the professional skills to provide bioassay 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 bioassay 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 Seventeen Thousand Six Hundred Fifty-Three Dollars (\$17,653.00) annually for a not to exceed total contract amount of Fifty-Two Thousand Nine Hundred Fifty-Nine Dollars (\$52,959.00) 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: Paedra A. Nolin 5/25/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
MCCAMPBELL ANALYTICAL
INCORPORATED,
A California Corporation

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 1534 Willow Pass Road
Pittsburg, CA 94565

TELEPHONE: (925) 252-9262

FAX: (925) 252-9269

E-MAIL: drew.gantner@mccampbell.com



McC Campbell Analytical, Inc.

"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA. 94565-1701

Toll Free Telephone : (877) 252-9262 / Fax : (925) 252-9269

<http://www.mccampbell.com> / E-mail: main@mccampbell.com

MCCAMPBELL ANALYTICAL, INC.

RESPONSE to:

REQUEST FOR PROPOSALS

FOR

BIOASSAY LABORATORY SERVICES

FOR

THE CITY OF MERCED PUBLIC WORKS DEPARTMENT

Submitted May 6th, 2021

EXHIBIT A



McC Campbell Analytical, Inc.

When Quality Counts

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May 6th, 2021

Jeremy Geiger
Supervisor – Water Quality Control Division
City of Merced Public Works
1776 Grogan Avenue
Merced, CA 95341
(209)/ geigerj@cityofmerced.org

Re: Response to Request for Proposal, Bioassay Laboratory Services

Dear Mr. Geiger:

Thank you for the opportunity to bid on your Request for Proposal. McC Campbell Analytical, Inc. (MAI) is pleased to submit this response. Following is our proposal for Bioassay Laboratory Services for Fiscal Years 2021/2024. Please note:

- MAI has reviewed and understands the scope of work required as stated in attachment A.
- MAI acknowledges receipt of the answers to our questions.
- Prices quoted will be valid for a period of at least 90 days

Included in our proposal are the following, including attachments:

- MAI Statement of Experience, Services, and Project Understanding
- MAI Statement of understanding and compliance for the special requirements listed in attachment A.
- MAI ELAP/ NELAP certifications can be provided upon request

If you have questions regarding the MAI proposal, then please contact Drew Gantner via email at drew.gantner@mcccampbell.com or by telephone at (925) 252-9262 ext 272.

Sincerely,
McC Campbell Analytical, Inc.

Rosa Venegas
Sales/ Marketing Manager



McC Campbell Analytical, Inc.

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SCOPE OF SERVICE - CITY OF MERCED PUBLIC WORKS DEPARTMENT

LABORATORY BIOASSAY TESTING TO BE PERFORMED THROUGH 6/30/2024

Experience and Services

McC Campbell Analytical's (MAI) aquatic toxicology department is California State Certified by the Environmental Laboratory Accreditation Program (ELAP), certification #1644, as well as certification from Oregon through the National Environmental Laboratory Accreditation Program (NELAP) certification #4033 for all test methods and/or species required under the RFP for the City of Merced. No test methods would need to be subcontracted to an outside laboratory.

As MAI's aquatic toxicology department is NELAP accredited with all the appropriate quality systems in place based on the TNI 2016 standard, it adheres to a robust program that encompasses equipment calibration and maintenance requirements, chemical, standard, and food inventory logs, COA logs, lab water preparation tracking. All laboratory control waters used for freshwater testing consist of Type I RO/DI water that has been 0.2 micron filtered and UV sterilized with ACS or reagent grade salts added to it following USEPA methodologies.

The aquatic toxicology laboratory currently encompasses over 1,700 sq. ft. of workspace including six environmentally controlled test rooms and multiple water baths that are capable of accommodating large volumes of bioassay testing on short notice. The aquatic toxicology department also has over 400 sq. ft. of cold storage space to accommodate long-term storage of large volumes of samples.

Mr. Drew Gantner, the MAI Aquatic Toxicology Department Director, has over 20 years of experience in the field of aquatic toxicology, both in the laboratory as well as a field biologist. Over the course of his career, Mr. Gantner has gained extensive experience managing projects performed for many NPDES clients who require bioassay compliance testing. In this role his responsibilities include coordinating sampling event with clients, overseeing laboratory bioassay testing, statistical analysis and summary report preparation and submittal Electronic Data Deliverables. Mr. Gantner is well versed and accustomed to the requirements associated with NPDES bioassay testing and understands that the short timelines required by such projects. Furthermore Mr. Gantner also understands the need for timely communication regarding observances of toxicity due to the need for NPDES dischargers to initiate accelerated monitoring and testing.

Quality Control/Quality Assurance (QA/QC) is vital to MAI; our QC data includes negative and positive controls (e.g. reference toxicant tests) as well as method/conductivity blanks specific to sample manipulations or species tolerance limits as required on a project-specific basis. In addition to internal department QA/QC procedures, MAI's QA/QC department staff has over 15 years of combined experience working in aquatic toxicology laboratories from across the United States and can assist the aquatic toxicology department in QA/QC related decision making processes.



Project Understanding

MAI currently performs NPDES compliance bioassay testing for several Central Valley dischargers who have NPDES permits with nearly identical bioassay testing and reporting requirements to those of The City of Merced (Merced), and has also been performing compliance bioassay testing for Merced for the past three years. MAI is also very familiar with the upcoming policy changes pertaining to statewide toxicity provisions and policy changes being implemented by the State Water Board.

Electronic Data Deliverables

As was previously mentioned, MAI records its bench data electronically and has programmed its laboratory information management system (LIMS) to automatically detect any anomalous or outlying data points, water quality parameter exceedances, significant decreases in organism survival (e.g. those that may trigger accelerated testing), hold time exceedances, and other errata which may be flagged in reports for clear interpretation of results.

In addition to automated and manual QA review of all bench data on a daily basis, our electronic method of data recording allows the aquatic toxicology department to upload test results directly into our CETIS™ statistical software as well as export the data into other LIMS systems should it be requested by the client.

Subcontracted analyses

As MAI holds CA ELAP and OR NELAP accreditation for all of the test methods listed in the RFP, no testing would need to be subcontracted to an outside laboratory.

Sample Transport

Sample Transportation would be provided by Extra Mile Delivery Services. In the event that Extra Mile Delivery Services would not be available, MAI will perform the sample pickups.

Special Requirements

Upon request MAI can help develop a Toxicity Reduction Evaluation (TRE) and Toxicity Identification Evaluation (TIE) referenced in Attachment A of the RFP.



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<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

Client References

City of Modesto Water Quality Control Facility

1221 Sutter Avenue

Modesto California 95351

Contact: Melissa Holden

Email: mvaughn@modestogov.com / Phone: (209) 577-6275

City of Lincoln Wastewater Treatment Facility

1245 Fiddymont Road

Lincoln, CA 95648

Contact: Bryce Morgan

Email: Bryce.Morgan@stantec.com / Phone: (916) 434-5062

Rodeo Sanitary District

800 San Pablo Avenue

Rodeo California 94572

Contact: Andrew Alva

Email: alvaa@rodeosan.org / Phone: (510) 799-2970



Fee Proposal for Bioassay Laboratory Services

Requested By: Jeremy J Geiger
 City of Merced Public Works (COME)
 10260 Gove Road
 Merced, CA 95340
 (209) 564-0386

Prepared DATE: *May 05, 2021*

Expiration DATE: *August 03, 2021*

Assigned PM: Drew Gantner

Prepared By: Rosa Venegas

Project: RFP- BIOASSAY LABORATORY SERVICES

| Test Name | Test Method | TAT | Matrix | Qty | Unit Price | Total |
|--|-------------|---------|--------|-----|------------|------------|
| Tests: | | | | | | |
| Acute 96-hr Static 48-hr Renewal Screen w/ FHM | EPA 2000.0 | 10 days | W | 4 | \$357.00 | \$1,428.00 |
| Chronic Ceriodaphnia dubia Dilution Series | EPA 1002.0 | 14 days | E | 4 | \$1,395.00 | \$5,580.00 |
| Chronic Ceriodaphnia dubia Ref Tox | EPA 1002.0 | 14 days | W | 4 | \$760.00 | \$3,040.00 |
| Chronic Ceriodaphnia dubia Dilution Series- Excelerated Monitoring | EPA 1002.0 | 14 days | E | 2 | \$1,395.00 | \$2,790.00 |
| Chronic Ceriodaphnia dubia Ref Tox- Excelerated Monitoring | EPA 1002.0 | 14 days | W | 2 | \$760.00 | \$1,520.00 |

Fix-Rate Items:

| | | | | | | |
|--------------------------------------|--|--|--|----|----------|------------|
| Courier Trip | | | | 12 | \$165.00 | \$1,980.00 |
| Courier Trip- Excelerated Monitoring | | | | 6 | \$165.00 | \$990.00 |
| Technical Director Hourly Rate | | | | 1 | \$200.00 | \$200.00 |
| Staff Scientist | | | | 1 | \$125.00 | \$125.00 |

Tests SubTotal: \$14,358.00

Fix-Rate Items SubTotal: \$3,295.00

TOTAL: \$17,653.00

Comments:

The Quote ID number MUST be indicated on the incoming Chain of Custody (COC) at the time of sample submission to ensure that the quoted analytical methodologies & prices are applied.

MAI offers Same-Day, 1-Day, 2-Day, 3-Day, 4-Day TAT at 150%, 100%, 50%, 25%, 10% markups from standard TAT, respectively on most analyses. All rush TATs must be arranged in advance of sample submission. Our Sample Reception department is open Monday through Friday; 8:00AM- 9:00PM. Samples received after 5PM are considered received the following day.

If you have any questions or concerns about this quote, please contact our Sales & Marketing team at Sales@mccampbell.com . Thank you for the opportunity to provide analytical support to your upcoming project.



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Confidentiality and Acceptance of Terms & Conditions

- Reports and results produced by MAI will be held confidentially through legally enforceable commitment and will not be released to any third parties without approval from the client, unless required by law. The client will be notified, if MAI is required to release confidential information by law or contractual agreement.
- Submittal of sample(s) for analysis under a Chain of Custody (COC) will indicate acceptance of requirements set forth in these Terms and Conditions.

Credit & Payment

- To establish an account with McC Campbell Analytical, Inc. (MAI), first time clients must submit a completed credit application. Credit applications may take up to two or more weeks to process. Pre-payment of analytical results will be required for release of results if credit has not been established prior to the completion of the data. If a client does not wish to submit a credit application, a payment authorization form will need to be submitted at the time of sample submission.
- MAI accepts payment by check, cash, VISA, MASTERCARD, AMEX, and DISCOVER.
- Third party billing is only permitted with written authorization from the sample submitting client stating that they will be responsible for payment should the third party be delinquent. MAI reserves the right to refuse any third party billing request.

Terms of Payment

- Upon credit approval, MAI will not accept "pay when paid" terms without a written contract or payment plan in place.
- Orders from customers with invoices that are ninety (90) days or more overdue (i.e., not paid within 90 days of invoice date) will only be accepted on a C.O.D. basis until credit can be re-established to MAI's satisfaction.
- MAI reserves the right to withhold reporting of results if a client fails to pay on any invoice beyond 90 days. In accordance with FTC guidelines, a finance charge of 1.50% per month will be assessed on balances not paid within the due date of the invoice. Unpaid invoices of more than one year overdue may be subject to collections and collection fees at the sole discretion of MAI. Overdue accounts are responsible for all legal and collection fees.

Expedited Turnaround Times

- Standard turnaround time (TAT) for laboratory service is 5 business days for most analyses. Expedited turnaround times are typically available for most analyses. Please contact an MAI Project Manager in advance of sample delivery to discuss rush TAT availability.
- Completion of any rush or standard TAT service is subject to MAI's availability/ schedule and could change even after samples are received. MAI shall make every reasonable effort to meet expected completion date(s) quoted or acknowledged, however, in the case of unforeseen events, rush turnaround times may not be achievable even after sample reception. MAI will contact the client ASAP upon knowledge of the analytical data delays and adjust the invoice accordingly. MAI's expedited turnaround time surcharges for most tests are as follows, sub-contracted laboratory surcharges may vary:

SAME DAY - 150% 1 DAY TAT - 100% 2 DAY TAT - 50% 3 DAY TAT - 25% 4 DAY TAT - 10%

Samples received at the lab after 5 PM are considered received on the next business day for TAT purposes.

Cancellation & Changes

- In the event that a sample submission is cancelled, rush samples must be cancelled within 3 hours and standard TAT samples must be cancelled within 12 hours after laboratory receipt without incurring charges. All samples cancelled after the above mentioned time frames will be subject to either an extraction &/or analytical fee depending how far along samples have been processed within the lab.
- Samples placed on hold after the above time frame will be subject to either an extraction or analytical fee depending how far along samples have been processed.
- Cancellation fees: 40% for prepared samples.
- Additions to the scope of work may prolong the turnaround time. The turnaround times for all analytical additions start on the date that the change is made. All changes/amendments to a Work Order must be provided to MAI in writing, preferably via email to main@mcccampbell.com.

Sample Receiving

- MAI is open to receive samples Monday through Friday; 8 AM– 9 PM. Samples received after 5 PM will be considered to be received on the following business day for TAT purposes. Turnaround time starts when the samples are relinquished to MAI via the Chain of Custody (COC) and after any/all questions regarding the sample submission have been resolved.
- MAI encourages clients to drop off rush samples directly to our lab in order to assure the timely processing of samples; alternatively, MAI can usually arrange to hire a private courier at client's expense in an effort to expedite the timely processing of samples. MAI cannot guarantee that our couriers will be able to return to the lab by 5 PM.
- In the event that samples are received and placed on hold, MAI will charge \$5 per sample or per core for soils. Water samples on hold will be held for 30 days and soil/solid samples will be held for 60 days without prior agreements made in writing. If samples are later analyzed the fee will be credited and analytical fees will then be charged.
- Samples that are taken off of hold with less than half of their holding time remaining are subject to rush fees.
- Samples with >72 hour hold times, received with less than half the remaining hold time are subject to rush fees.





Sample Container Shipping

- MAI provides high quality sampling containers and ice chest cooler(s) upon request to our clients. Delivery costs are included within the quoted analytical pricing. Containers will be shipped via UPS ground or delivered by MAI couriers upon arrangement. A minimum of 1 week's advance notice is required in order to facilitate shipment of items by ground shipping. Shipments requiring priority delivery due to short notice will be billed to the client or charged to client's shipping account. Client is responsible for the cost of return shipment of samples to the laboratory unless otherwise arranged with MAI.

Courier Service & Sample Pick-Up

- MAI offers complimentary courier services throughout the greater SF Bay Area to our routine clients – please contact an MAI Project Manager or Sales Team member for more details regarding this service; please note some exclusions may apply based on availability/proximity. MAI requires all sample pickup & sample bottle requests be emailed to our Sample Reception department at main@mcccampbell.com at least 24 hours in advance of their needed date. For larger bottle orders, please forward requests at least one week in advance of their need. MAI makes every effort possible to accommodate our clients' desired pickup & delivery timeframes; however, MAI is not responsible for expired sample hold times while en route to the lab. A 3 hour time window is required for all pickups &/or deliveries.

Sample Storage & Disposal

- MAI charges a \$2 per sample Environmental Waste Management Disposal fee.
- Water samples are disposed 30 days after results are reported and soil samples are disposed 60 days after results are reported unless other arrangements are made in advance.
- Known hazardous samples will be returned to the client or disposed of at the client's expense.
- Water samples held for longer than 30 days and soil samples held for longer than 60 days will be billed at \$1 per sample/ per month (per core for soils) for extended sample storage.

Reporting & Data Archiving

- MAI delivers completed reports by electronic email (PDF©). Upon request, MAI can deliver analytical data via EDD, Write On, WaterTrax, EQuIS, GIS-Key, EDF, Online Portal, fax, or hard copy via USPS. Additional charges may apply. MAI may assess additional fees for modifying or developing EDD formats that are not already available.
- Reporting to MDLs (J-flags) is not standard and will only be reported upon request.
- If additional formats or retroactive deliverables are requested, additional fees may be assessed based on labor and materials needed to generate data retrieval. Data and reports are archived for a minimum of five (5) years from the reporting date. Please contact your Sales Representative or Project Manager to inquire about availability and price of additional deliverables.

Multiple Dilutions Analyzed

- On multi-target analyte lists, MAI will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the standard dilution. These additional dilutions will only be attempted if deemed not to pose a risk to analytical instrumentation. Please contact your Project Manager to inquire about the availability of this service for your project.

MDL/RL Limit Disclaimer

- MAI's Reporting Limits, Detection Limits, and Control Limits are subject to change as they are updated periodically to reflect our analytical sensitivity and capability.
- Reporting Limits cited do not take into account sample dilution/ matrix interference. MAI reserves the right to dilute samples as necessary to avoid damaging instrumentation. If you request that samples are to be analyzed undiluted, additional charges may be assessed.

Quotes

- Project-specific quotes are recommended and available upon request. All quotes are confidential and unique to the client and their specific project. Quoted pricing is valid through dates specified on quote or specific to the length of the project or contracts. Analyses not listed under these contracts will be charged at our standard rates.
- Surcharges may apply for higher-level than Level II data deliverables, expedited turnaround times, and custom electronic formats.
- MAI routinely accepts projects requiring extensive Research and Development (R&D). R&D studies will be quoted on a case by case basis and are subject to a surcharge of 15% of the total invoice unless otherwise contracted. Quotes are subject to client approval prior start date. Analytical set-up fees are non-refundable regardless of outcome.

Limitation of Liability / Waiver

- MAI will perform requested analyses based on the standard methods but may have to deviate from these methods when necessary, based on reasonable judgment. Should any dispute arise between MAI and client, MAI is limited in liability to damages no greater than the cost of the analytical testing.
- The failure by MAI to enforce, at any time, any terms or conditions herein or to exercise any right or privilege will not in any way be construed as a waiver of such provisions.

