

**Amendment Number One
with Associated Laboratories and
Weck Laboratories, Inc.
for Water Quality Analytical Services
for OC Waste & Recycling**

This Amendment Number One (hereinafter referred to as "Amendment") to Contract Number MA-299-10011774 (hereinafter "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, OC Waste & Recycling (hereinafter "County") and **Associated Laboratories**, with a place of business at 806 N. Batavia St., Orange, CA 92868-1225 and **Weck Laboratories, Inc.**, with a place of business at 14859 E. Clark Ave., City of Industry, CA 91745 (hereinafter referred to as "Contractors"), with County and Contractor sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County and Contractors entered into contract N1000010744 for Water Quality Analytical Services, effective April 1, 2009 through March 31, 2010, in an aggregate amount not to exceed \$150,000 shared between Associated Laboratories and Weck Laboratories, Inc.; and

WHEREAS, County renewed the Contract for one year as MA-299-10011774 effective April 1, 2010 through March 31, 2011, in an aggregate amount not to exceed \$150,000 shared between Associated Laboratories and Weck Laboratories, Inc.; and

WHEREAS, County now desires to renew the Contract for one year as MA-299-11010701 effective April 1, 2011 through March 31, 2012 in an aggregate amount not to exceed \$150,000 shared between Associated Laboratories and Weck Laboratories, Inc.; and

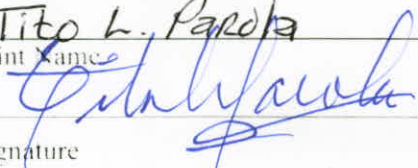

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. Renew Contract as MA-299-11010701 for one year effective April 1, 2011 through March 31, 2012, unless otherwise terminated by County, in an aggregate amount not to exceed \$150,000 shared between Associated Laboratories and Weck Laboratories, Inc.
2. All other terms and conditions of the Contract, except as amended, herein shall remain unchanged, in full force and effect.

- Signature Pages follow -

The parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Associated Laboratories*

Tito L. Parota	President
Print Name	Title
	9/15/10
Signature	Date
Edward S. Behave	Secretary - VP
Print Name	Title
	9/15/10
Signature	Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

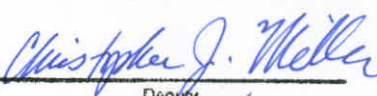
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County: Board of Supervisors Approval: Required Not Required

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: 
Deputy

Date: 12/24/10



COUNTY OF ORANGE MASTER AGREEMENT COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA-299-10011774	NOT TO EXCEED AMOUNT: \$150,000.00
Begin Date: 04/01/2010	Record Date: 2010-01-05
Expiration Date: 03/31/2011	Procurement Folder: 101809
Board-Award Date: 03/24/2009	Procurement Type: Request for Bids - RFB
Board Award Number: ASR #09-000181	Replaces Award Document:
Modification Date: 01/05/2010	Replaced by Award Document:
Contract Type: Service	Version Number: 1
Cited Authority: Board of Supervisors Approval Received	

COUNTY CONTACTS

REQUESTOR: Not Available (000) 000-0000	ISSUER: Team Conversion 703-123-4567	BUYER: DIANE E. DODSON DIANE.DODSON@OCWR.OCGOV.COM
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CONTRACT DESCRIPTION

WATER QUALITY ANALYTICAL SERVICES SERVICES TO BE PROVIDED FOR SECOND YEAR TERM IN AN AMOUNT NOT TO EXCEED \$150,000 . THIS IS AN AGGREGATE CONTRACT WITH THE MONETARY LIMIT SHARED BETWEEN TWO CONTRACTORS: ASSOCIATED LABORATORIES (PRIMARY CONTRACTOR) WECK LABORATORIES, INC. (SECONDARY CONTRACTOR) PAYABLE UPON SUBMISSION OF INVOICES; NOT PRE-ENCUMBERED CONTRACT. CONTRACT AGGREGATE MONETARY LIMITS: 1 ST YR FROM 4/1/09 TO 3/31/10 \$150,000 2 ND YR FROM 4/1/10 TO 3/31/11 \$150,000

VENDOR INFORMATION

Name /Address: VC0000006283: DE PAR INC DBA: DBA ASSOCIATED LABORATORIES 806 N BATAVIA ST ORANGE, CA 92868-1225	Contact: EDWARD S BEHARE 714-771-6900
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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00	04/01/2010	03/31/2011	\$0.00	\$0.00	\$0.00

Commodity Code: 92693 - Testing and Monitoring Services for Air, Gas, and Water
TESTING AND MONITORING SERVICES, AIR AND WATER

VENDOR INFORMATION

Name /Address: VC0000007014: WECK ANALYTICAL ENVIRONMENTAL DBA: DBA WECK LABORATORIES INC 14859 E CLARK AVE CITY OF INDUSTRY, CA 91745-1379	Contact: ALFREDO PIERRI 626-336-2139
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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00	04/01/2009	03/31/2010	\$0.00	\$0.00	\$0.00

Commodity Code: 92024 - Data Conversion Services
SUMMARY ENCUMBRANCE LINE

2	0.00		\$0.00	\$0.00	04/01/2009	03/31/2010	\$0.00	\$0.00	\$0.00
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Commodity Code: 96169 - Reverse Auctions
96169 TESTING AND MONITORING SERVICES, AIR AND WATER

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
299 - OC WASTE & RECYCLING	YES	\$0.00

APPROVALS

Date	Status Before	Status After	Approver
01/05/2010 01:25:22 PM	Pending	Approved	dodson.diane1

**Amendment Number One
with Associated Laboratories
for Water Quality Analytical Services
for OC Waste & Recycling**

This Amendment Number One (hereinafter referred to as "Amendment") to Contract Number N1000010744 (hereinafter "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, OC Waste & Recycling (hereinafter "County") and **Associated Laboratories**, with a place of business at 806 N. Batavia St., Orange, CA 92868-1225 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County and Contractor entered into contract N1000010744 for Water Quality Analytical Services, effective April 1, 2009 through March 31, 2010, in an aggregate amount not to exceed \$150,000; and

WHEREAS, County desires to renew the Contract for one year as MA-299-10011774 effective April 1, 2010 through March 31, 2011, in an aggregate amount not to exceed \$150,000; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. Renew contract as MA-299-10011774 for an additional year, effective 4/1/10 through and including 3/31/11, unless otherwise terminated by County, in an aggregate amount not to exceed \$150,000.
2. All other terms and conditions of the Contract, except as amended, herein shall remain unchanged, in full force and effect.

- Signature Pages follow -

- Signature Page -

The parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Associated Laboratories*

<u>Edward S. Behare</u>	<u>VP/Secretary</u>
Print Name	Title
<u>[Signature]</u>	<u>12/14/09</u>
Signature	Date

<u>Tito L. Parola</u>	<u>President</u>
Print Name	Title
<u>[Signature]</u>	<u>12/14/09</u>
Signature	Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County: Board of Supervisors Approval: Required Not Required

County of Orange, a political subdivision of the State of California

<u>Diane Dodson</u>	<u>Admin. Mgr. I</u>
Print Name	Title
<u>[Signature]</u>	<u>1/5/10</u>
Signature	Date



PRICE AGREEMENT

VENDOR INFORMATION:
PHONE: 714-771-6900
TERMS: -
F.O.B: DESTINATION

P/A NUMBER: N1000010744

SEE DELIVERY LOCATION(S)
WITHIN PRICE AGREEMENT

TAX CODE:

START DATE: 04/01/09
END DATE: 03/31/10
DELIVERY WITHIN 000 DAYS

VENDOR CODE: X00778
DE PAR INC
ATTN: EDWARD S BEHARE
DBA ASSOCIATED LABORATORIES
806 N BATAVIA ST
ORANGE CA 92868-1225

P/A NOT TO EXCEED: 150,000.00
RENEWABLE FOR: TWO ADDITIONAL YEARS
LEGEND CODE: WQ PA TYPE: 299
MASTER PA: FOLDER NUMBER: 609978
PB: PIGGYBACK PA:
PA REPLACES: N1000007603, 7604
PER MINUTE ORDER: 03/24/09 / / / / /

BILLING INSTRUCTIONS:

1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW. INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.
2. VENDOR CODE, ORDER NUMBER AND PRICE AGREEMENT NUMBER (IF APPLICABLE) MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & INQUIRIES.
3. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS OTHERWISE STATED.
4. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGHT CHARGES OVER \$25.
5. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D. NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITE PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

THE VENDOR ACKNOWLEDGES THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE. THE ONLY TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE INTERPRETATION OF THIS CONTRACT ARE THOSE ISSUED BY THE COUNTY OF ORANGE. VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6396, GENERAL INDUSTRIAL SAFETY ORDER SECTION 5194 AND CALIFORNIA ADMINISTRATION CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACES OF SHIPMENT.

P/A FOR: WATER QUALITY ANALYTICAL SERVICES

SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS AND EXHIBITS A-C.

THIS IS AN AGGREGATE PRICE AGREEMENT WITH THE MONETARY LIMIT SHARED BETWEEN TWO CONTRACTORS:
ASSOCIATED LABORATORIES (PRIMARY CONTRACTOR)
WECK LABORATORIES, INC. (SECONDARY CONTRACTOR)

PAYABLE UPON SUBMISSION OF INVOICES; NOT PRE-ENCUMBERED PRICE AGREEMENT.

INVOICES SHALL BE SUBMITTED TO:
COUNTY OF ORANGE
OC WASTE & RECYCLING
300 N. FLOWER ST., STE. 400
SANTA ANA, CA 92703

LN	COMMODITY CODE	DISCOUNT	QUANTITY	UNIT	UNIT COST	P/A LINE AMOUNT
001	96169	0.00	0.00		0.0000	0.00
TESTING AND MONITORING SERVICES, AIR AND WATER						

Authorized
Signature:

ADDRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: DIANE DODSON

PURCHASING



PRICE AGREEMENT

VENDOR: X00778
DE PAR INC

P/A NUMBER: N1000010744

DELIVERY LOCATION(S)/INSTRUCTION(S)

CODE SHIP LOCATION SHIP INSTRUCTIONS

347 OC WASTE & RECYCLING
HEADQUARTERS
300 NORTH FLOWER ST STE 400
SANTA ANA CA 92703

ONLY THE FOLLOWING FUND/AGENCY/ORGANIZATIONS ARE AUTHORIZED TO USE THIS PRICE AGREEMENT.

FUND	AGENCY	ORGANIZATION	AUTHORIZED LIMIT
299	299	****	N/A

PRICE AGREEMENT ITEMS

Services to be provided in accordance with Exhibits A, B, & C and the following terms and conditions.

CONTRACTOR REQUIREMENTS

Service availability during the days and times listed below, excluding County holidays when landfills are closed (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas days):

Hours: 7:00 a.m. to 4:00 p.m. Days: Monday through Saturday

ARTICLES

1. **Scope of Work:** The Scope of Work for this Contract is attached hereto as Exhibit A.
2. **Pricing:** The Contract price, as specified in Exhibit B hereto, includes full compensation for providing all services performed provided under this Contract.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Contract shall be as specified in Exhibits B & C, hereto.
4. **Contract Term:** The Term of this Contract shall commence on April 1, 2009 and shall terminate on March 31, 2010, unless otherwise extended as provided herein. The Term of this Contract may be extended for up to two (2) one (1) year periods by mutual agreement of the Parties. Permitted extensions of the Term as provided in this section 4 shall not result in any change in any other term, condition or provision of this Contract.
5. **Entire Contract:** This Contract, including Exhibits A, B, and C, which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.
6. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.
8. **Appropriation/Contingency of Funds:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the Term of this Contract. If such appropriations are not approved, the Contract will be immediately terminated without penalty to the County.
9. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein does not include California state sales or use tax.
10. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.

11. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

12. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract. For purposes of this contract, pre-approved subcontractors are indicated in Exhibit B for the analyses shown in bold and italics.

13. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

14. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor prior to submission to the County. Contractor agrees that County review is discretionary and contractor shall not assume that the county will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the county or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction at no charge to County.

15. **Warranty:** Contractor expressly warrants that the services covered by this Contract are, 1) merchantable and good for the ordinary purposes for which they are used, and 2) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in section [18] below, and as more fully described in section [18] harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, regulations, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

16. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in section [18] below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

17. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of section 18 below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses

arising from or related to a violation of such laws.

18. **Indemnification/Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this Contract, the contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County certificates of insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (sir) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (sirs) or deductibles shall be clearly stated on the certificate of insurance.

If the Contractor fails to maintain insurance acceptable to the county for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except workers' compensation/employers' liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interest's clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

19. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

20. **Contractor Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County, as referenced in Exhibit A. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

21. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County and the Contractor will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

22. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

23. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

24. **Records:** The Contractor shall keep an accurate record of time expended by Contractor and the subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the Contract at reasonable times.

25. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

26. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
27. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
28. **Disputes:** If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent or his designee. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract, which are not affected by the dispute.
29. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause is defined as any breach of this Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
30. **Breach of Contract:** The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and/or
 - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and/or
 - Terminate the Contract immediately, without penalty to the County.
 - **If the Contractor of the Primary Price Agreement fails to meet the response requirements of the contract and fails to remedy performance deficiencies according to the provisions set forth herein, the Contractor of the Primary Price Agreement will be terminated accordingly and the Secondary Contractor will assume the Primary Price Agreement responsibilities. If the Contractor of the Secondary Price Agreement fails to meet the response requirements of the contract and fails to remedy performance deficiencies according to the provisions set forth herein, the County may begin negotiations with a third-party Contractor to provide services as specified in this contract.**
31. **Default:** In case of default by the Contractor, the County may procure service from other sources and if the cost is higher, the Contractor will be held responsible to pay the County the difference between the cost under this Contract and the price paid. The prices paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under law.

32. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

33. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

34. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

35. **Force Majeure:** Contractor shall not be in breach of this Contract during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

36. **Declared Emergency:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the contract number.

37. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Primary Contractor:	Name:	Associated Laboratories
	Address:	806 N. Batavia Orange, CA 92868
	Attn.:	Danielle Roberts
	Title:	Project Manager
	Phone:	714-771-6900
	Fax:	714-771-9933
	Email:	droberts@associatedlabs.com

provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

45. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

46. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

47. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.



WATER QUALITY ANALYTICAL SERVICES

FOR THE

COUNTY OF ORANGE

OC WASTE & RECYCLING

EXHIBIT A

SCOPE OF WORK

**WATER QUALITY ANALYTICAL SERVICES FOR
THE COUNTY OF ORANGE, OC WASTE & RECYCLING**

EXHIBIT A -- SCOPE OF WORK

INTRODUCTION

The County of Orange OC Waste & Recycling (COUNTY) requires certain professional services of a primary and a secondary contractor, (both hereinafter referred to as CONTRACTOR), to provide chemical testing and analyses of certain waters, waste material, and solids. CONTRACTOR must be a qualified chemical water-quality laboratory, meeting requirements for certification by the California Department of Health Services (DOHS) for all of the required analyses, whose work is supervised by professional chemists, and which is well-equipped and capable of rendering said services to COUNTY. The role of the secondary CONTRACTOR is to provide backup services should the primary CONTRACTOR be unable, for any reason, to provide such services. The secondary CONTRACTOR may also be called upon to conduct confirmatory tests for the purposes of independent verification of results. Both the primary and the secondary CONTRACTOR must meet all requirements as stated in this contract.

SCOPE OF WORK

1. LABORATORY PROCEDURES FOR THE ANALYSES OF
GROUNDWATER AND SURFACE WATERS

COUNTY hereby engages CONTRACTOR to examine and perform chemical analyses of groundwater, surface water, and soil samples supplied by COUNTY.

CONTRACTOR shall perform all analyses of groundwater, surface water, and soil samples according to published methods presented in the following documents:

1. Standard Methods for the Examination of Water and Wastewater
(APHA, AWWA, WPCF), latest edition.

2. EPA-600/4-79-020 Methods for Chemical Analysis of Water and Wastes, Revised March 1983, latest revision.
3. EPA-600/4-82-057 Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater, July 1982, latest revision.
4. Other procedures established as EPA protocol and published in the Federal Register.
5. Techniques of Water Resources Investigations of the United States Geological Survey, Laboratory Theory and Methods for Sediment Analysis, most current update.
6. EPA SW-846, Test Methods for Evaluating Solid Waste, latest edition.

Variation from procedures detailed in the above publications by the CONTRACTOR must be approved by the COUNTY. The following methods, described in the above-noted publications, shall be used for the analyses indicated unless otherwise authorized by COUNTY.

2. OTHER ANALYSES OF WATERS, WASTES AND SOLIDS

Occasionally COUNTY requires non-routine analyses of water and of solid materials such as sediment and soils. CONTRACTOR hereby agrees to undertake and report on such analyses in accordance with the schedule of fees attached hereto, and by reference made a part of hereof.

In case of analyses for components not listed in the attached schedule of fees and in the cases of complex problems requiring the services of CONTRACTOR's personnel and laboratory equipment, CONTRACTOR agrees to undertake such assignments only on prior directions, written or oral, by an authorized representative of COUNTY at the hourly rates provided in Exhibit B. Laboratory procedures may vary depending on sample matrix and are to be determined by CONTRACTOR's senior personnel.

In addition, the COUNTY occasionally requires "rush" analyses of certain waters, wastes, and solids. "Rush" analyses of either 24 or 48 hour turn-around-time may sometimes be requested.

3. SAMPLE HOLDING TIME

Listed below are the maximum sample holding times for the most commonly requested or critical analyses. In cases where the published holding times, as shown in approved methods, are in conflict with the holding times listed herein, the lesser holding time shall take precedence. In general, all samples should be analyzed by CONTRACTOR as soon as possible after submission by COUNTY. The times listed are the maximum times that samples may be held before analysis and still considered valid. The COUNTY may request “rush” analyses under the conditions noted in Section 2 above, whereas the maximum sample holding times may not apply.

Maximum Sample Holding Time

General Mineral Group:

Sodium	6 Months
Potassium	6 Months
Calcium	6 Months
Magnesium	6 Months
Carbonate	6 Months
Bicarbonate	24 Months
Chloride	28 Days
Sulfate	28 Days
Nitrate	48 Days
Fluoride	28 Days
Silica	28 Days
Boron	6 Months
Total Dissolved Solids	4 Weeks
Conductivity	24 Hours
Trace Metals	6 Months
Purgeable Halocarbons	7 Days
Purgeable Aromatics	7 Days
Purgeables	7 Days

Base/Neutrals & Acids	7 Days (extraction); 40 Days (analysis)
Bacteriological Group	6 Hours
Nutrient Group	48 Hours
Rainwater Group	24 Hours
Pesticides, Herbicides, PCBs	7 Days (extraction); 40 Days (analysis)

4. METHOD DETECTION LIMITS (MDL) AND PRACTICAL QUANTITATION LIMITS (PQL)

For ALL constituents, the MDLs and PQLs shall be defined as per Title 27 of the California Code of Regulations, which defines MDLs as “meaning the lowest concentration associated with a 99% reliability of a “non-zero” analytical result,” and PQLs as “the lowest constituent concentration at which a numerical concentration can be assigned with a 99% certainty that its value is within 10% of the constituent’s actual concentration in the sample.” The MDL and PQL shall reflect the detection capabilities of the specific analytical procedure and equipment used by the laboratory. MDLs and PQLs reported by the laboratory shall NOT be simply restated from USEPA analytical method manuals. In relatively interference-free water, laboratory-derived MDLs and PQLs are expected to be not greater than published USEPA MDLs and PQLs. If CONTRACTOR suspects that, due to matrix or other effects, the detection limit for a particular analytical run differs significantly from the laboratory-derived MDL or PQL, the results should be flagged accordingly, along with an estimate of the detection limit achieved. For water analyses, in no case shall the MDL for a particular compound exceed the most recent Maximum Contaminant Level (MCL) adopted by the State of California for drinking water. For soil analyses, in no case shall the MDL for a particular compound exceed the most recent Preliminary Remediation Goal (PRG) for residential soils.

Provided below is a list of maximum acceptable MDLs for various constituents in a “clean” water matrix, i.e. those not admixed with either large quantities of organic or inorganic detritus or containing a large concentration of inorganic salts. Failure to provide a valid justification for an MDL being exceeded will result in a 50 percent discount of the invoice for the analyses in question.

<u>Constituent</u>	<u>Maximum Acceptable Detection Limit</u>
Na, Mg, K, Ca	1.0 mg/L
SO ₄ , Cl, NO ₃ , HCO ₃ , CO ₃	1.0 mg/L
F	0.5 mg/L
B	1.0 mg/L
NH ₃ , TKN	0.5 mg/L
PO ₄	0.5 mg/L
SiO ₂	1.0 mg/L
Total Nonfilterable Residue	1.0 mg/L
Volatile Nonfilterable Residue	1.0 mg/L
Total Dissolved Solids	1.0 mg/L
Pb, Cr, Cu, Zn	0.020 mg/L
Fe	0.100 mg/L
Se, As	0.010 mg/L
Tl, Hg	0.002 mg/L
Oil & Grease	0.5 mg/L
Methylene Blue Active Substances (MBAS)	0.1 mg/L
PHP Group	0.5 µg/L
Total Phenols	10 µg/L
Phenol	1.0 µg/L
Extractable Organics	As specified by EPA at time of analysis
Volatile Organics	As specified by EPA at time of analysis

(See Unit Price List, Exhibit B for individual components)

5. ANALYTICAL QUALITY CONTROL

A. INTERNAL QUALITY CONTROL

CONTRACTOR shall maintain formal internal quality assurance program, and this program must be maintained for periodic inspection by COUNTY.

B. ACCURACY

Occasionally COUNTY may prepare and submit for analysis to CONTRACTOR, without prior notification or identification as such, solutions or other materials of precisely known composition.

Unsatisfactory reports, herein below defined, on the composition of such solutions or substances may be cause for cancellation of this contract by COUNTY, and/or penalty discounts of CONTRACTOR's invoices.

Specifically, with respect to the dissolved species in analyses of aqueous materials, if any reported value of any analytical parameter reported by CONTRACTOR is in error by an amount greater than that listed in Paragraph D below, action will be initiated in accordance with the provisions of that paragraph.

C. PRECISION

From time to time COUNTY may submit to CONTRACTOR, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by a known factor established by volumetric dilution. Unsatisfactory replicate analyses, as defined in Paragraph D, below, may be cause for cancellation of this contract by COUNTY, and/or for penalty discounts of CONTRACTOR's invoices, in accordance with the provisions of that paragraph.

D. LIMITS OF ERROR, AND PENALTIES RELATED THERETO

Limits of error for the common dissolved constituents in “clean water” samples, i.e. those not admixed with large quantities of organic or inorganic detritus nor containing a large concentration of inorganic salts are defined in the following schedule, which shall apply to the determination of satisfactory accuracy or precision in analyses for these components:

<u>Constituent</u>	<u>Allowable Error</u>
Calcium	5% or 1.5 mg/L, whichever is greater
Magnesium	6% or 1.5 mg/L, whichever is greater
Sodium	5% or 2.0 mg/L, whichever is greater
Potassium	8% or 1.0 mg/L, whichever is greater
Chloride	5% or 1.0 mg/L, whichever is greater
Sulfate	8% or 2.0 mg/L, whichever is greater
Nitrate	8% or 1.0 mg/L, whichever is greater
Fluoride	8% or 1.0 mg/L, whichever is greater
Boron	10% or 2.0 mg/L, whichever is greater
Silica	10% or 2.0 mg/L, whichever is greater
Phosphate	10% or 2.0 mg/L, whichever is greater
Ammonia Nitrogen	10% or 1.0 mg/L, whichever is greater
Total Kjeldahl Nitrogen	15% or 1.0 mg/L, whichever is greater
Pb, Cu, Cr, Cd, Zn	10% at a detection limit of 20 µg/L or greater
Fe, Mn	8% at a detection limit of 100 µg/L or greater
Hg	25% at a detection limit of 1 µg/L or greater
Se, As	15% at a detection limit of 10 µg/L or greater
Pesticides, Herbicides	50% at a detection limit of 1 µg/L or greater
PCBs (PCP Group)	50% at a detection limit of 1 µg/L or greater
MBAS	100%
Oil & Grease	100%

Ion Balance	0.5 milliequivalents/Liter or 5% (General Mineral), whichever is greater
Extractable Organics	50% of EPA established detection limits
Volatile Organics	20% of EPA established detection limits

In the case of analytical parameters not listed above, determinations of satisfactory accuracy and/or precision may be made by COUNTY, based on information in the latest edition of “Standard Methods,” or from other reputable publications.

In the case of deviation from true values in excess of the detection limits outlined above, for samples of known composition submitted by COUNTY for accuracy quality control, COUNTY may (at its option) either:

- Notify CONTRACTOR, if COUNTY believes the error is of a random nature, or
- Submit to CONTRACTOR, for analysis, another sample of known composition.

On the second occurrence of such excessive error within two consecutive quarters, CONTRACTOR’s invoices for one quarter shall be discounted in accordance with the following table:

<u>Average of Ratios of Errors to Allowable Errors</u>	<u>% Discount</u>
1.0 – 1.1	10
1.1 – 1.2	20
1.2 - 1.3	30
1.3 – 1.4	40
Over 1.4	50

A third consecutive quarterly occurrence of such error in accuracy shall be cause for cancellation of this contract by COUNTY.

In the case of samples submitted by COUNTY for replicate analyses for precision quality control deviations from the mean of reported values in excess of the error values defined above as satisfactory, in three or more instances during any one quarterly period, shall be cause for discount of CONTRACTOR's invoice for one quarter in accordance with the schedule of discounts listed above. Occurrence of such excessive deviations in three successive quarters shall be cause for cancellation of this contract by COUNTY.

6. SAMPLE CONTAINERS

The CONTRACTOR shall provide the COUNTY with sample containers of adequate number, size, and type, pre-labeled, and containing preservatives, if required (sample container type shall be as specified by approved methods in accordance with section 1 of this scope of work ("Laboratory Procedures for the Analyses of Groundwater and Surface Waters"). Preparation of sample containers shall include proper cleaning and/or sterilization as specified in the appropriate methods.

Unused portions of water samples will be retained by CONTRACTOR in the containers in which they were collected for a minimum period of four weeks following transmittal of report of analysis to COUNTY in case a repeat analysis is required. Following this period of retention, the unused portion of water samples shall be discarded by CONTRACTOR at no additional cost to COUNTY.

7. COLLECTION AND DELIVERY OF SAMPLES

COUNTY agrees to collect all samples in quantities adequate for analysis, as specified in advance by CONTRACTOR. CONTRACTOR agrees to pick up samples at COUNTY's main office (300 N. Flower Street, Suite 400, Santa Ana, CA 92703), at Olinda Alpha Landfill (1942 Valencia Avenue, Brea, CA 92823), at Frank R. Bowerman Landfill (11002 Bee Canyon Access Road, Irvine CA, 92602), at Coyote Canyon Landfill (20661 Newport Coast Drive, Irvine, CA 92612), at Santiago Canyon Landfill (3099 Santiago Canyon Road, Orange, CA 92869), and/or at Prima Deshecha Landfill (32250 La Pata Road, San Juan Capistrano, CA 92675),

at CONTRACTOR's expense, upon request of COUNTY. CONTRACTOR shall transport and store samples in accordance with established preservation methods and procedures. CONTRACTOR is required to dispose of unused portions of samples at no additional cost to COUNTY.

8. RECORDS AND REPORTS

CONTRACTOR shall maintain a file of data sheets; data shall be filed alphanumerically under the identifying name of the sample, as assigned by COUNTY.

CONTRACTOR shall provide written reports on forms provided by or acceptable to COUNTY. COUNTY may, at its option, redesign or otherwise modify report forms by providing CONTRACTOR with a supply of such modified forms. All reports must be signed by the Laboratory Director or Senior Chemist. CONTRACTOR shall provide both hardcopy versions (with wet signature) and scanned (pdf) versions of the reports to COUNTY. CONTRACTOR shall also provide COUNTY, in electronic format (CDs or electronic mail), analytical results in the reporting format specified in Table 1 titled "Summary of Database Fields." The format to be used shall be the universal flat file format consisting of a column-delimited spreadsheet such as Microsoft Access[®] 2003. Examples of file format can be provided to CONTRACTOR upon request. Modem transmittal may also be required.

CONTRACTOR shall maintain records of all GC-MS scans for inspection by COUNTY for a period of five (5) years from date of sample collection.

If CONTRACTOR, in COUNTY's opinion, fails to maintain a timely schedule of analysis and reports, CONTRACTOR's bill for each overdue report will be discounted twenty percent (20%) for each **calendar week** elapsing between the due date and the receipt of a satisfactory report. This penalty shall apply to both electronic and hard-copy reports. Reports for samples designated for 24-hour analysis shall be submitted to COUNTY by facsimile within one (1) working day of sample delivery to the

laboratory, followed with a final copy delivered to COUNTY within two (2) working days. The penalty for late submission of 24-hour results shall be twenty-five percent (25%) for the first **working day** late, with an additional twenty-five percent (25%) penalty for each successive **working day**, up to a maximum of 4 working days. If results are more than 4 working days late, COUNTY will pay no more than twenty-five percent (25%) of the regular charge for analysis. Penalties for 24-hour samples will only be assessed for General Mineral, Metal and Volatile analyses. For purposes of this paragraph, the due date of analyses and reports shall be a ten (10) working day period between sample pickup and hard copy transmittal of a full report of data, except in cases in which some other period of time is specifically agreed upon by COUNTY at the time of delivery of a sample to CONTRACTOR. The due date for electronically formatted data shall be five (5) working days. Consistent delays in the submittal of reports shall serve as a basis of termination of this contract.

**TABLE 1
SUMMARY OF DATABASE FIELDS**

FIELD NAME	DESCRIPTION
Site	Name of landfill where sample was collected.
Location	Name of sampling location (i.e. well, probe, port name).
Parameter	This field contains the name of the chemical compound (parameter) analyzed for in the laboratory.
Date Sampled	Date sample was collected (written in date format).
Date Numeric	Date sample was collected (written in text format).
Log No.	Laboratory-specified sample identification number.

Lab Method	This field contains the laboratory method used to analyze the parameter concentration.
Dup	This field consists of a data qualifier which indicates whether the sample is a duplicate sample.
RMOD	This field consists of a data qualifier which indicates whether or not the value is a detection. A “U” in this column indicates that the result is a non-detect. A “J” in this column indicates that the result is a trace concentration. If the field is blank, the result is a detect.
Result Text	This field contains the results as reported from the laboratory saved as text. This text field is for reporting purposes and cannot be used for calculation purposes. Non-detects are indicated by a “less than” symbol (<) followed by the reporting limit for the analysis.
Result	This field contains the analytical results saved as numeric values. This field is used for calculation purposes. Non-detect values are indicated as zeroes.
Units	This field contains the unit of the result, detection limit, and the practical quantitation limit.
Analysis Date	This field contains the date the sample was analyzed by the laboratory for the particular parameter.
File/Batch	This field may be left blank or may be used for the laboratory’s own filing purposes.
PQL	This field contains the practical quantitation limit for each chemical compound, as determined by the laboratory.
MDL	This field contains the method detection limit for each chemical compound, as determined by the laboratory.

ADDITIONAL REQUIREMENTS:

CONTRACTOR shall submit QA\QC summary reports to OC Waste & Recycling on a monthly basis or as required by OC Waste & Recycling.

CONTRACTOR shall submit EDD (also known as EDF or COELT) reports, either on CD or by electronic mail, to OC Waste & Recycling for all requested reports on a monthly basis or as required by OC Waste & Recycling. It is the CONTRACTOR’S responsibility to ensure that any and all subcontractors used by CONTRACTOR have the capability to produce such reports and that they do so when such reports are requested by OC Waste &

Recycling. These reports shall be provided at NO ADDITIONAL CHARGE TO COUNTY.

CONTRACTOR shall submit PDFs of all individual laboratory reports to OC Waste & Recycling, at no additional charge.

CONTRACTOR and subcontractor (if used) shall provide for on-demand sample pickup. Messengers shall be trained for sample pickup. Proof of such training is required upon COUNTY'S request.

CONTRACTOR shall be able to operate at extended hours when necessary for special projects.

CONTRACTOR shall be capable of transmitting results of analysis within ten working days from sample pickup date. Date of sample pickup shall be established by the chain-of-custody record. Date of transmittal of results shall be established by return postmark, the date on which the results are received by the COUNTY shall be regarded as the transmittal date. Telephone or FAX reporting of results of analyses, within 10 working days from sample pickup, shall not be acceptable unless agreed upon by the COUNTY. All the analytical results shall also be tabulated in format approved by the COUNTY. Any and all analyses performed by subcontractors must be submitted on said subcontractor's own letterhead. Electronic format (CD) shall be provided by the CONTRACTOR and shall be submitted along with the reports' hard copies.

9. WARRANTY OF FEE SCHEDULE

CONTRACTOR agrees to provide timely service to COUNTY under the fee schedule set forth in this contract, unless the contract is terminated as provided herein.

10. PERSONNEL

CONTRACTOR will maintain competent professional and support personnel with the following minimum qualifications:

A. Laboratory Director or Senior Chemist: Degreed in biological or physical sciences, or the equivalent, with the following criteria:

1. Ph.D. with five years experience
2. M.S. with ten years experience
3. B.S. with fifteen years experience

- B. Supervising Chemists: Graduate chemists or environmental scientists (B.S. degree) specializing in water and wastewater analysis;
 - C. Microbiologist: B.S. degree, specializing in water and wastewater assays;
 - D. Technicians: A.A. degree or equivalent with laboratory analyses experience;
 - E. Clerical Staff: Consistently **ERROR-FREE** transcription of data.
- The COUNTY shall be notified in writing by the CONTRACTOR of any changes in senior or supervisory professional staff. The CONTRACTOR shall provide the COUNTY with updated information concerning the qualifications of new personnel. In addition, CONTRACTOR shall provide COUNTY with an updated laboratory organization chart as staff changes occur.

EXHIBIT B

CERTIFICATION, PRICING, AND PAYMENT

CONTRACTOR is required to provide labor, materials, tools, special equipment, and permits (where applicable to accomplish task). Only the analyses shown in bold and italics may be subcontracted. Subcontractor shall meet certification requirements. During the term of this contract the CONTRACTOR and Subcontractor (if one is used) shall be certified for all required analyses by the California Department of Health Services (DOHS).

PAYMENTS:

Upon receipt of satisfactory written reports of analyses and an invoice consistent with such reports, COUNTY shall pay the amounts due CONTRACTOR in accordance with the general terms and conditions of this price agreement, after deducting the value of any penalties as provided herein. The invoices shall be submitted on an ongoing basis and shall follow a format to be specified by COUNTY (EXHIBIT C). CONTRACTOR shall provide COUNTY with an invoice for a report within forty-five (45) calendar days after report has been delivered to COUNTY. Invoices shall include all of the information provided on Exhibit C, specifically the CONTRACTOR lab number, sample number, analyses performed, unit cost, total cost.

Orders may be placed against this contract at the convenience of the using Department. Price agreement orders or purchase orders will not be used. Invoices are to be submitted to the user Department to the ship-to address, unless otherwise directed in this contract. CONTRACTOR shall reference price agreement number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Invoices are to be submitted in arrears for services provided. Billing shall cover services not previously invoiced.

AUTHORIZED SUBCONTRACTORS:

EMS Laboratories, Inc,

Weck Laboratories, Inc.

Fruit Growers Laboratories (aka FGL)

Maxxam Analytics Inc.

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Alkalinity, Total	Yes	EPA 310.1
Ammonia Nitrogen (NO ₃ -N)	Yes	EPA 350.1
Asbestos	No	EPA 100.1
Bicarbonate Alkalinity (CaCO ₃)	Yes	EPA 310.1
Biochemical Oxygen Demand (BOD)	Yes	SM 5210B
Boron	Yes	EPA 200.7
Calcium	Yes	EPA 200.7
Carbon Dioxide	Yes	SM 4500
Carbon Monoxide	Yes	SM 4500
Carbonate Alkalinity (CaCO ₃)	Yes	EPA 310.1
Chloride	Yes	EPA 300.0
Chloride, Total Residual	Yes	EPA 330.5
Chemical Oxygen Demand (COD)	Yes	EPA 410.4
Coliforms	Yes	SM 9221
Cyanide	Yes	EPA 335.4
Dissolved Oxygen (DO)	Yes	EPA 360.1
Electrical Conductivity (Specific Conductance)	Yes	EPA 120.1
Ethane	Yes	EPA 8015B
Ethene	Yes	EPA 8015B
Ferrous Ion (Fe ²⁺)	Yes	SM 3500
Fluoride	Yes	EPA 340.2
Hardness, Total (as CaCO ₃)	Yes	EPA 200.7

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Hydrogen Sulfide	No	EPA 19
Hydrogen, Total	N/A	
Hydroxide	Yes	EPA 310.1
Ion Balance	Yes	N/A
Methane	Yes	EPA 8015B
Methylene Blue Active Substances (MBAS)	Yes	EPA 425.1
Nitrate as Nitrogen and/or as NO ₃	Yes	EPA 300.0
Nitrogen, Total	Yes	EPA 351-353
Oil & Grease	Yes	EPA 1664
ortho-Phosphorus	Yes	SM4500-PE
Oxidation Reduction Potential (ORP)	N/A	D1498 ASTM
Oxygen	Yes	SM4500-OC
Perchlorate (ClO₄⁻)	Yes	EPA 314
pH	Yes	EPA 151.1
Phenols	Yes	EPA 420.1
Phosphate as P, PO ₄	Yes	SM4500
Phosphorus, Total	Yes	SM4500
Salinity	Yes	SM2520B
Silica	Yes	SM4500
Silicon Dioxide	N/A	EPA 200.7
Sodium (Na)	Yes	EPA 200.7
Sodium, Exchangeable (Na), %	N/A	USDA 20D
Sulfate	Yes	EPA 300.0
Sulfide	Yes	EPA 376.2
Sulfite	Yes	EPA 377.1
TGNMO	N/A	
Total Anions	Yes	EPA 300.0

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Total Cations	Yes	EPA 200.7
Total Dissolved Solids	Yes	EPA 160.1
Total Kjeldahl Nitrogen	Yes	EPA 351.3
Total Organic Carbon	Yes	EPA 415.1
Total Organic Halogens (TOX)	N/A	EPA 9020
Total Petroleum Hydrocarbons (TPH)	Yes	EPA 8015B
Total Recoverable Pet. Hydrocarbons (TRPH)	Yes	EPA 418.1
Total Suspended Solids	Yes	EPA 160.2
Toxicity Fish Bioassays	Yes	EPA 600/4-85/013
Turbidity	Yes	EPA 180.1
Aluminum (Al)	Yes	EPA 200.7
Antimony (Sb)	Yes	EPA 200.7
Arsenic (As)	Yes	EPA 200.7
Barium (Ba)	Yes	EPA 200.7
Beryllium (Be)	Yes	EPA 200.7
Bismuth (Bi)	Yes	EPA 200.7
Cadmium (Cd)	Yes	EPA 200.7
Chromium, Hexavalent (Cr VI)	Yes	EPA 218.6
Chromium, Total (Cr)	Yes	EPA 200.7
Cobalt (Co)	Yes	EPA 200.7
Copper (Cu)	Yes	EPA 200.7
Iron (Fe)	Yes	EPA 200.7
Lead (Pb)	Yes	EPA 200.7
Lithium (Li)	N/A	
Manganese (Mn)	Yes	EPA 200.7
Magnesium (Mg)	Yes	EPA 200.7
Mercury (Hg)	Yes	EPA 245.1

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Molybdenum (Mo)	Yes	EPA 200.7
Nickel (Ni)	Yes	EPA 200.7
Potassium (K)	Yes	EPA 200.7
Selenium (Se)	Yes	EPA 200.7
Silver (Ag)	Yes	EPA 200.7
Strontium (Sr)	Yes	EPA 200.7
Thallium (Tl)	Yes	EPA 200.7
Tin (Sn)	Yes	EPA 200.7
Tungsten (W)	Yes	EPA 200.7
Vanadium (V)	Yes	EPA 200.7
Zinc (Zn)	Yes	EPA 200.7
Radioactivity, Gross Alpha and Beta	No	
Beta in Millirem	No	
Radium-226	No	
Radium-226 Precision (+-)	No	
Radium-228	No	
Strontium-90	No	
Tritium	No	
Uranium, Total	No	
Uranium, Activity	No	
TCDD (Quantitative Analysis)	No	
TCDD (Screened Analysis)	Yes	EPA 8270
2,4,5-T	Yes	EPA 8151A
2,4,5-TC (Silvex)	Yes	EPA 8151A
2,4-D	Yes	EPA 8151A
2,4-DB	Yes	EPA 8151A
Acenaphthene	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Acenaphthylene	Yes	EPA 8270C
Acetone	Yes	EPA 8260B
Acetonitrile	Yes	EPA 8260B
Acetophenone	Yes	EPA 8270C
2-Acetylaminofluorene	Yes	EPA 8270C
Acrolein	Yes	EPA 8260B
Acrylonitrile	Yes	EPA 8260B
Aldrin	Yes	EPA 8081A
Allyl chloride (3-Chloropropene)	Yes	EPA 8260B
alpha-BHC	Yes	EPA 8081A
4-Aminobiphenyl	Yes	EPA 8270C
Aniline	Yes	EPA 8270C
Anthracene	Yes	EPA 8270C
Aroclor-1016	Yes	EPA 8082
Aroclor-1221	Yes	EPA 8082
Aroclor-1232	Yes	EPA 8082
Aroclor-1242	Yes	EPA 8082
Aroclor-1248	Yes	EPA 8082
Aroclor-1254	Yes	EPA 8082
Aroclor-1260	Yes	EPA 8082
Azobenzene	Yes	EPA 8270C
Benzyl chloride	Yes	EPA 8260B
Benzene	Yes	EPA 8260B
Benzidine	Yes	EPA 8270C
Benzo (a) anthracene	Yes	EPA 8270C
Benzo (a) pyrene	Yes	EPA 8270C
Benzo (b) fluoranthene	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Benzo (g,h,i) perylene	Yes	EPA 8270C
Benzo (k) fluoranthene	Yes	EPA 8270C
Benzoic acid	Yes	EPA 8270C
Benzyl alcohol	Yes	EPA 8270C
Benzyl chloride	Yes	EPA 8270C
beta-BHC	Yes	EPA 8081
Bis (2-chloro-1-methylethyl) ether	Yes	EPA 8270C
Bis (2-chloroethoxy) methane	Yes	EPA 8270C
Bis (2-chloroethyl) ether	Yes	EPA 8270C
Bis (2-chloroisopropyl) ether	Yes	EPA 8270C
Bromobenzene	Yes	EPA 8260B
Bromochloromethane	Yes	EPA 8260B
Bromodichloromethane	Yes	EPA 8260B
Bromoform	Yes	EPA 8260B
Bromomethane	Yes	EPA 8260B
4-Bromophenyl phenyl ether	Yes	EPA 8270C
1,3-Butadiene	Yes	EPA 8270C
2-Butanone	Yes	EPA 8260B
n-Butyl acetate	Yes	
Butyl benzyl phthalate	Yes	EPA 8270C
n-Butylbenzene	Yes	EPA 8260B
sec-Butylbenzene	Yes	EPA 8260B
tert-Butylbenzene	Yes	EPA 8260B
Carbon disulfide	Yes	EPA 8260B
Carbon tetrachloride	Yes	EPA 8260B
Chlordane	Yes	EPA 8081
4-Chloro-3-methylphenol	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Chloroacetonitrile	Yes	EPA 8260B
4-Chloroaniline	Yes	EPA 8270C
Chlorobenzene	Yes	EPA 8260B
Chlorobenzilate	Yes	EPA 8270C
1-Chlorobutane	Yes	EPA 8260B
Chloroethane	Yes	EPA 8260B
2-Chloroethyl vinyl ether	Yes	EPA 8260B
Chloroform	Yes	EPA 8260B
1-Chlorohexane	Yes	EPA 8260B
Chloromethane	Yes	EPA 8260B
2-Chloronaphthalene	Yes	EPA 8270C
2-Chlorophenol	Yes	EPA 8270C
4-Chlorophenyl phenyl ether	Yes	EPA 8270C
Chloroprene	Yes	EPA 8260B
2-Chlorotoluene	Yes	EPA 8260B
4-Chlorotoluene	Yes	EPA 8260B
Chrysene	Yes	EPA 8270C
Cumene	Yes	EPA 8260B
Cyclohexane	N/A	ASTM D7266
Dalapon	Yes	EPA 8151A
4,4'-DDD	Yes	EPA 8081A
4,4'-DDE	Yes	EPA 8081A
4,4'-DDT	Yes	EPA 8081A
delta-BHC	Yes	EPA 8081A
Diallate	Yes	EPA 8270C
Dibenzo (a,h) anthracene	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Dibenzofuran	Yes	EPA 8270C
Dibromochloromethane	Yes	EPA 8260B
1,2-Dibromo-3-chloropropane	Yes	EPA 8260B
1,2-Dibromoethane	Yes	EPA 8260B
Dibromomethane	Yes	EPA 8260B
Dicamba	Yes	EPA 8151A
cis-1,4-Dichloro-2-butene	Yes	EPA 8260B
trans-1,4-Dichloro-2-butene	Yes	EPA 8260B
1,2-Dichlorobenzene	Yes	EPA 8260B
1,3-Dichlorobenzene	Yes	EPA 8260B
1,4-Dichlorobenzene	Yes	EPA 8260B
3,3'-Dichlorobenzidine	Yes	EPA 8270C
Dichlorodifluoromethane	Yes	EPA 8260B
1,1-Dichloroethane	Yes	EPA 8260B
1,2-Dichloroethane	Yes	EPA 8260B
1,1-Dichloroethene	Yes	EPA 8260B
cis-1,2-Dichloroethene	Yes	EPA 8260B
trans-1,2-Dichloroethene	Yes	EPA 8260B
2,4-Dichlorophenol	Yes	EPA 8270C
2,6-Dichlorophenol	Yes	EPA 8270C
Dichloroprop	Yes	EPA 8151A
1,2-Dichloropropane	Yes	EPA 8260B
1,3-Dichloropropane	Yes	EPA 8260B
2,2-Dichloropropane	Yes	EPA 8260B
1,1-Dichloropropene	Yes	EPA 8260B
cis-1,3-Dichloropropene	Yes	EPA 8260B
trans-1,3-Dichloropropene	Yes	EPA 8260B

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
1,2-Dichlorotetrafluoroethane	N/A	EPA 8260B
Dieldrin	Yes	EPA 8081A
Diethyl phthalate	Yes	EPA 8270C
Dimethioate	Yes	EPA 8270C
2,4-Dimethylphenol	Yes	EPA 8270C
Dimethyl phthalate	Yes	EPA 8270C
1,4-(Dimethylamino)azobenzene	Yes	EPA 8270C
7,12-Dimethylbenz(a)anthracene	Yes	EPA 8270C
3,3'-Dimethylbenzidine	Yes	EPA 8270C
Di-n-butyl phthalate	Yes	EPA 8270C
4,6-Dinitro-2-methylphenol	Yes	EPA 8270C
1,3-Dinitrobenzene	Yes	EPA 8270C
2,4-Dinitrophenol	Yes	EPA 8270C
2,4-Dinitrotoluene	Yes	EPA 8270C
2,6-Dinitrotoluene	Yes	EPA 8270C
Di-n-octyl phthalate	Yes	EPA 8270C
Dinoseb	Yes	EPA 8151A
1,4-Dioxane	Yes	EPA 8260B
Diphenylamine	Yes	EPA 8270C
1,2-Diphenylhydrazine	Yes	EPA 8270C
Disulfoton	Yes	EPA 8270C
Endosulfan I	Yes	EPA 8081A
Endosulfan II	Yes	EPA 8081A
Endosulfan Sulfate	Yes	EPA 8081A
Endrin	Yes	EPA 8081A
Endrin aldehyde	Yes	EPA 8081A
Ethanol	Yes	EPA 8260B/8015B

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Ethyl acetate	Yes	EPA 8260B
Ethyl benzene	Yes	EPA 8260B
Ethyl methacrylate	Yes	EPA 8260B
Ethyl methanesulfonate	Yes	EPA 8270C
4-Ethyl toluene	N/A	EPA 8260B
Famphur	Yes	EPA 8270C
Fluoranthene	Yes	EPA 8270C
Fluorene	Yes	EPA 8270C
gamma BHC (Lindane)	Yes	EPA 8081A
Heptachlor	Yes	EPA 8081A
Heptachlor epoxide	Yes	EPA 8081A
n-Heptane	N/A	EPA 8015B
Hexachlorobenzene	Yes	EPA 8270C
Hexachlorobutadiene	Yes	EPA 8260B
Hexachlorocyclopentadiene	Yes	EPA 8270C
Hexachloroethane	Yes	EPA 8270C
Hexachloropropene	Yes	EPA 8270C
n-Hexane	Yes	EPA 8260
2-Hexanone	Yes	EPA 8260B
Indeno (1,2,3-cd) pyrene	Yes	EPA 8270C
Iodomethane	Yes	EPA 8260B
Isobutyl alcohol	Yes	EPA 8260B
Isodrin	Yes	EPA 8270C
Isophorone	Yes	EPA 8270C
Isopropylbenzene	Yes	EPA 8260B
4-Isopropyltoluene	Yes	EPA 8260B
Isosafrole	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Kepone	Yes	EPA 8270C
d-Limonene	N/A	GC/MS
MCPA	Yes	EPA 8151A
MCPP	Yes	EPA 8151A
Methacrylonitrile	Yes	EPA 8260B
Methapyriline	Yes	EPA 8270C
Methoxychlor	Yes	EPA 8081A
Methyl methacrylate	Yes	EPA 8260B
Methyl methanesulfonate	Yes	EPA 8270C
1-Methylnaphthalene	Yes	EPA 8270C
Methyl parathion	Yes	EPA 8141
4-Methyl-2-pentanone	Yes	EPA 8260B
Methyl- <i>tert</i> -butyl ether	Yes	EPA 8260B
3-Methylcholanthrene	Yes	EPA 8270C
Methylene chloride	Yes	EPA 8260B
2-Methylnaphthalene	Yes	EPA 8270C
2-Methylphenol	Yes	EPA 8270C
3-Methylphenol	Yes	EPA 8270C
4-Methylphenol	Yes	EPA 8270C
Naphthalene	Yes	EPA 8270C
1,4-Naphthoquinone	Yes	EPA 8270C
1-Naphthylamine	Yes	EPA 8270C
2-Naphthylamine	Yes	EPA 8270C
2-Nitroaniline	Yes	EPA 8270C
3-Nitroaniline	Yes	EPA 8270C
4-Nitroaniline	Yes	EPA 8270C
Nitrobenzene	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
5-Nitro-o-toluidine	Yes	EPA 8270C
2-Nitrophenol	Yes	EPA 8270C
4-Nitrophenol	Yes	EPA 8270C
N-Nitrosodiethylamine	Yes	EPA 8270C
N-Nitrosodimethylamine	Yes	EPA 8270C
N-Nitrosodi-n-butylamine	Yes	EPA 8270C
N-Nitroso-di-n-propylamine	Yes	EPA 8270C
N-Nitrosodiphenylamine	Yes	EPA 8270C
N-Nitrosomethylethylamine	Yes	EPA 8270C
N-Nitrosopiperidine	Yes	EPA 8270C
N-Nitrosopyrrolidine	Yes	EPA 8270C
n-Nonane	N/A	EPA 8015B
Parathion	Yes	EPA 8141
Pentachlorobenzene	Yes	EPA 8270C
Pentachloroethane	Yes	EPA 8260B
Pentachloronitrobenzene	Yes	EPA 8270C
Pentachlorophenol	Yes	EPA 8270C
Phenacetin	Yes	EPA 8270C
Phenanthrene	Yes	EPA 8270C
Phenol	Yes	EPA 8270C
p-Phenylenediamine	Yes	EPA 8270C
Phorate	Yes	EPA 8270C
alpha-Pinene	N/A	
Pronamide	Yes	EPA 8270C
2-Propanol	Yes	EPA 8260B
Propene	N/A	
Propionitrile	Yes	EPA 8260B

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
n-Propylbenzene	Yes	EPA 8260B
Pyrene	Yes	EPA 8270C
Pyridine	Yes	EPA 8270C
Safrole	Yes	EPA 8270C
Styrene	Yes	EPA 8260B
1,2,4,5-Tetrachlorobenzene	Yes	EPA 8270C
1,1,1,2-Tetrachloroethane	Yes	EPA 8260B
1,1,2,2-Tetrachloroethane	Yes	EPA 8260B
Tetrachloroethene	Yes	EPA 8260B
2,3,4,6-Tetrachlorophenol	Yes	EPA 8270C
Tetrahydrofuran	Yes	EPA 8260B
Thionazin	Yes	EPA 8270C
Toluene	Yes	EPA 8260B
o-Toluidine	Yes	EPA 8270C
Toxaphene	Yes	EPA 8081A
1,2,3-Trichlorobenzene	Yes	EPA 8270C
1,2,4-Trichlorobenzene	Yes	EPA 8270C
1,1,1-Trichloroethane	Yes	EPA 8260B
1,1,2-Trichloroethane	Yes	EPA 8260B
Trichloroethene	Yes	EPA 8260B
Trichlorofluoromethane	Yes	EPA 8260B
2,4,5-Trichlorophenol	Yes	EPA 8270C
2,4,6-Trichlorophenol	Yes	EPA 8270C
1,2,3-Trichloropropane	Yes	EPA 8260B
1,1,2-Trichlorotrifluoroethane	Yes	EPA 8260B
0,0,0-Triethyl phosphorothioate	Yes	EPA 8270C
2,3,4,6-Tetrachlorophenol	Yes	EPA 8270C

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
1,2,4-Trimethylbenzene	Yes	EPA 8260B
1,3,5-Trimethylbenzene	Yes	EPA 8260B
1,3,4-Trinitrobenzene	Yes	EPA 8270C
Vinyl acetate	Yes	EPA 8260B
Vinyl chloride	Yes	EPA 8260B
m-Xylene	Yes	EPA 8260B
o-Xylene	Yes	EPA 8260B
p-Xylene	Yes	EPA 8260B/8021B
1,2,3,4,6,7,8-HpCDD	N/A	EPA 8280
1,2,3,4,6,7,8-HpCDF	N/A	EPA 8280
1,2,3,4,7,8,9-HpCDF	N/A	EPA 8280
1,2,3,4,7,8-HxCDD	N/A	EPA 8280
1,2,3,4,7,8-HxCDF	N/A	EPA 8280
1,2,3,6,7,8-HxCDD	N/A	EPA 8280
1,2,3,6,7,8-HxCDF	N/A	EPA 8280
1,2,3,7,8,9-HxCDF	N/A	EPA 8280
2,3,4,6,7,8-HxCDF	N/A	EPA 8280
1,2,3,7,8-PeCDD	N/A	EPA 8280
1,2,3,7,8-PeCDF	N/A	EPA 8280
2,3,4,7,8-PeCDF	N/A	EPA 8280
2,3,7,8-TCDD	N/A	EPA 8280
2,3,7,8-TCDF	N/A	EPA 8280
OCDD	N/A	EPA 8280
OCDF	N/A	EPA 8280
Total HpCDD	N/A	EPA 8280
Total HpCDF	N/A	EPA 8280
Total HxCDD	N/A	EPA 8280

CONTRACTOR DOHS CERTIFICATION STATEMENT

Note: Analyses shown in bold may be subcontracted.

<u>Analysis</u>	<u>Certified (Yes/No)</u>	<u>Test Method</u>
Total HxCDF	N/A	EPA 8280
Total PeCDD	N/A	EPA 8280
Total PeCDF	N/A	
Total TCDD	N/A	
Total TCDF	N/A	

UNIT PRICES FOR GROUP ANALYSES

EST. # OF TESTS/YR	GROUP NAME	BILLING ABBREV.	ANALYSES PERFORMED	UNIT COST PER TEST	EST/YR
12	Group 1	G-1	See attached list	\$155	\$ 1,860
60	Group 2	G-2	See attached list	\$225	\$13,500
28	Group 3	G-3	See attached list	\$325	\$ 9,100
14	Group 4	G-4	See attached list	\$525	\$ 7,350
1	Group 5	G-5	See attached list	\$ 75	\$ 75
12	Group 6	G-6	See attached list	\$150	\$ 1,800
1	Group 7	G-7	See attached list	\$115	\$ 115
12	Group 8	G-8	See attached list	\$290	\$ 3,400
8	Group 9	G-9	See attached list (this group may be subcontracted)	\$195	\$ 1,560
8	Group 10	G-10	See attached list (this group may be subcontracted)	\$165	\$ 1,320
25	Group 11	G-11	See attached list	\$ 90	\$ 2,250
70	Group 12	G-12	See attached list	\$ 55	\$ 3,850
24	Group 13	G-13	See attached list	\$ 70	\$ 1,680
16	Group 14	G-14	See attached list	\$ 65	\$ 1,040
40	Group 15	G-15	See attached list	\$ 70	\$ 2,800
20	Group 16	G-16	See attached list	\$100	\$ 2,000
16	Group 17	G-17	See attached list	\$100	\$ 1,600
30	Group 18	G-18	See attached list	\$120	\$ 3,600
25	Group 19	G-19	See attached list	\$100	\$ 2,500
12	Group 20	G-20	See attached list	\$200	\$ 3,000
100	Group 21	G-21	See attached list R	\$ 40	\$ 4,000
1	Group 22	G-22	See attached list (this group may be subcontracted)	\$200	\$ 200
50	Group 23	G-23	See attached list	\$ 35	\$ 1,750
4	Group 24	G-24	See attached list	\$ 50	\$ 200

12	Group 25	G-25	See attached list	\$ 85	\$ 1,020
1	Group 26	G-26	See attached list (this group may be subcontracted)	\$ 800	\$ 800
20	Group 27	G-27	See attached list	\$ 169	\$ 3,380
1	Group 28	G-28	See attached list (this group may be subcontracted)	\$ 850	\$ 850
20	Group 29	G-29	See attached list	\$ 100	\$ 2,000
1	Group 30	G-30	See attached list	\$ 140	\$ 140
1	Group 31	G-31	See attached list	\$ 70	\$ 70
5	Group 32	G-32	See attached list (this group may be subcontracted)	\$ 90	\$ 450
2	Group 33	G-33	See attached list	\$ 120	\$ 240
1	Group 34	G-34	Toxicity Testing/Fish Bioassay	\$ 125	\$ 125
1	Group 35	G-35	EPA Method 504	\$ 45	\$ 45
1	Nutrient	NUT	pH, EC, Turbidity, NO ₂ +NO ₃ , NH ₃ , TKN, PO ₄ , TNFR	\$ 110	\$ 110
1	Rainwater	RAIN	pH, EC, NO ₂ +NO ₃ , NH ₃ , TKN SO ₄ , PO ₄ , TDS, Pb, Zn, Na, Cl	\$ 130	\$ 130
2	Bacteriological	BACT	Total Coliform, Fecal Coliform, Fecal Streptococci	\$ 50	\$ 100
1	Miscellaneous	MISC	Oil & Grease, Phenol, MBAS, Sulfide, Particle Size	\$ 150	\$ 150

Contract prices include all required supplies, freight, postage, pickup, delivery, etc.

Additional charge for a retest that may be required 50 %

Additional charge per test for rush analysis of two working days (48 hours) or as agreed by COUNTY and CONTRACTOR 35 %

Additional charge per test for rush analysis or one working day (24 hours) 75 %

Additional charge per test for rush analysis of five working days 10 %

Price for analyses of components not listed in the Schedule of fees (per hour for technical assistants, including labor, materials, and use of equipment). \$25 per hour

REQUIRED GROUP 1 ANALYSIS

Analysis

Biochemical Oxygen Demand

Chemical Oxygen Demand

Oil & Grease (413.1)

Ortho Phosphorus

pH

Specific Conductance

Total Kjeldahl Nitrogen

Total Suspended Solids

Copper

Iron

Lead

Zinc

REQUIRED GROUP 2 ANALYSIS

Analysis

Alkalinity	Mercury
Bicarbonate Alkalinity	Molybdenum
Boron	Nickel
Calcium	Selenium
Carbonate Alkalinity	Silver
Carbon dioxide	Thallium
Chemical Oxygen Demand	Vanadium
Chloride	Zinc
Fluoride	EPA 601/602 or equivalent (see group 12)
Ion Balance	
Magnesium	
Nitrate as NO ₃	
pH	
Potassium	
Silica	
Sodium	
Specific Conductance	
Sulfate	
Total Dissolved Solids	
Total Hardness	
Turbidity	
Aluminum	
Antimony	
Arsenic	
Barium	
Beryllium	
Cadmium	
Chromium, total	
Cobalt	
Copper	
Iron	
Lead	
Manganese	

REQUIRED GROUP 3 ANALYSIS

Analysis

Alkalinity, total	Mercury
Bicarbonate alkalinity	Molybdenum
Boron	Nickel
Calcium	Selenium
Carbonate alkalinity	Silver
Carbon dioxide	Strontium
Chemical Oxygen Demand	Thallium
Chloride	Tin
Cyanide	Tungsten
Fluoride	Vanadium
Magnesium	Zinc
Nitrate (as NO ₃)	EPA method 8260 (see group 18)
pH	
Potassium	
Silica	
Sodium	
Specific Conductance	
Sulfate	
Sulfide, total	
Total Dissolved Solids	
Total Hardness	
Turbidity	
Antimony	
Arsenic	
Barium	
Beryllium	
Bismuth	
Cadmium	
Chromium	
Cobalt	
Copper	
Iron	
Lead	
Manganese	

REQUIRED GROUP 4 ANALYSIS

Analysis

Antimony	1,2-Dibromo-3-chloropropane
Arsenic	1,2-Dibromoethane
Barium	Dibromomethane
Beryllium	1,2-Dichlorobenzene
Cadmium	1,3-Dichlorobenzene
Chromium	1,4-Dichlorobenzene
Cobalt	<i>trans</i> -1,4-Dichloro-2-butene
Copper	Dichlorodifluoromethane
Lead	1,1-Dichloroethane
Mercury	1,2-Dichloroethane
Nickel	1,1-Dichloroethene
Selenium	<i>cis</i> -1,2-Dichloroethene
Silver	<i>trans</i> -1,2-Dichloroethene
Thallium	1,2-Dichloropropane
Tin	1,3-Dichloropropane
Vanadium	2,2-Dichloropropane
Zinc	1,1-Dichloropropene
Cyanide	<i>cis</i> -1,3-Dichloropropene
Sulfide	<i>trans</i> -1,3-Dichloropropene
Acetone	Ethylbenzene
Acetonitrile	Ethyl methacrylate
Acrolein	Hexachlorobutadiene
Acrylonitrile	2-Hexanone
Benzene	Iodomethane
Bromochloromethane	Isobutyl alcohol
Bromodichloromethane	Methacrylonitrile
Bromoform	Methyl methacrylate
Bromomethane	Methylene chloride (Dichloromethane)
2-Butanone	4-Methyl-2-pentanone
Carbon disulfide	Naphthalene
Carbon tetrachloride	Propionitrile (Ethyl cyanide)
Chlorobenzene	Styrene
Chloroethane	1,1,1,2-Tetrachloroethane
Chloroform	1,1,2,2-Tetrachloroethane
Chloromethane	Tetrachloroethene
3-Chloropropene	Toluene
Chloroprene	1,2,4-Trichlorobenzene
Dibromochloromethane	1,1,1-Trichloroethane

REQUIRED GROUP 4 ANALYSIS (CONTINUED)

Analysis

1,1,2-Trichloroethane	Anthracene
Trichloroethene	Benzo (a) anthracene
Trichlorofluoromethane	Benzo (b) fluoranthene
1,2,3-Trichloropropane	Benzo (k) fluoranthene
Vinyl acetate	Benzo (g,h,i) perylene
Vinyl chloride	Benzo (a) pyrene
Xylenes, total	Benzyl alcohol
Aldrin	Bis (2-chloroethoxy) methane
alpha-BHC	Bis (2-chloroethyl) ether
beta-BHC	Bis (2-chloroisopropyl) ether
delta-BHC	Bis (2-ethylhexyl) phthalate
gamma-BHC (Lindane)	4-Bromophenyl phenyl ether
Chlordane	Butyl benzyl phthalate
4,4'-DDD	4-Chloroaniline
4,4'-DDE	Chlorobenzilate
4,4'-DDT	4-Chloro-3-methylphenol
Dieldrin	2-Chloronaphthalene
Endosulfan I	2-Chlorophenol
Endosulfan II	4-Chlorophenyl phenyl ether
Endosulfan sulfate	Chrysene
Endrin	2-Methylphenol
Endrin aldehyde	3-Methylphenol
Heptachlor	4-Methylphenol
Heptachlor epoxide	Diallate
Methoxychlor	Dibenzo (a,h) anthracene
PCBs	Dibenzofuran
Toxaphene	Di-n-butyl phthalate
2,4-D	3,3'-Dichlorobenzidine
2,4,5-T	2,4-Dichlorophenol
Dinoseb	2,6-Dichlorophenol
Silvex (2,4,5-TC)	Diethyl phthalate
Acenaphthene	p-(Dimethylamino)azobenzene
Acenaphthylene	Dimethioate
Acetophenone	7,12-Dimethylbenz(a)anthracene
2-Acetylaminofluorene	3,3'-Dimethylbenzidine
4-Aminobiphenyl	2,4-Dimethylphenol

REQUIRED GROUP 4 ANALYSIS (CONTINUED)

Analysis

Dimethyl phthalate	Nitrobenzene
m-Dinitrobenzene	2-Nitrophenol
4,6-Dinitro-2-methylphenol	4-Nitrophenol
2,4-Dinitrophenol	N-Nitrosodi-n-butylamine
2,4-Dinitrotoluene	N-Nitrosodiethylamine
2,6-Dinitrotoluene	N-Nitrosodimethylamine
Di-n-octyl phthalate	N-Nitrosodiphenylamine
Diphenylamine	N-Nitrosodipropylamine
Disulfoton	N-Nitrosomethylethylamine
Ethyl methanesulfonate	N-Nitrosopiperidine
Famphur	N-Nitrosopyrrolidine
Fluoranthene	5-Nitro-o-toluidine
Fluorene	Parathion
Hexachlorobenzene	Pentachlorobenzene
Hexachlorocyclopentadiene	Pentachloronitrobenzene
Hexachloroethane	Pentachlorophenol
Hexachloropropene	Phenacetin
Indeno (1,2,3-cd) pyrene	Phenanthrene
Isophorone	Phenol
Isodrin	p-Phenylenediamine
Isosafrole	Phorate
Kepone	Pronamide
Methapyrilene	Pyrene
3-Methylcholanthrene	Safrole
Methyl methanesulfonate	1,2,4,5-Tetrachlorobenzene
2-Methylnaphthalene	2,3,4,6-Tetrachlorophenol
Methyl parathion	Thionazin
Naphthalene	o-Toluidine
1,4-Naphthoquinone	1,2,4-Trichlorobenzene
1-Naphthylamine	2,4,5-Trichlorophenol
2-Naphthylamine	2,4,6-Trichlorophenol
2-Nitroaniline	0,0,0-Triethyl phosphorothioate
3-Nitroaniline	1,3,4-Trinitrobenzene
4-Nitroaniline	

REQUIRED GROUP 5 ANALYSIS (EPA 608)

Analysis

Aldrin
 α -BHC
 β -BHC
 γ -BHC (Lindane)
 δ -BHC
Chlordane
4,4'-DDD
4,4'-DDE
4,4'-DDT
Dieldrin
Endosulfan I
Endosulfan II
Endosulfan sulfate
Endrin
Endrin aldehyde
Heptachlor
Heptachlor epoxide
Methoxychlor
Toxaphene
Aroclor-1016
Aroclor-1221
Aroclor-1232
Aroclor-1242
Aroclor-1248
Aroclor-1254
Aroclor-1260

REQUIRED GROUP 6 ANALYSIS (EPA 625)

Analysis

Acenaphene	2,4-Dimethylphenol
Acenaphthylene	Dimethyl phthalate
Aniline	4,6-Dinitro-2-methylphenol
Anthracene	2,4-Dinitrophenol
Azobenzene	2,4-Dinitrotoluene
Benzidine	2,6-Dinitrotoluene
Benzo (a) anthracene	Fluoranthene
Benzo (b) fluoranthene	Fluorene
Benzo (k) fluoranthene	Hexachlorobenzene
Benzo (g,h,i) perylene	Hexachlorobutadiene
Benzo (a) pyrene	Hexachlorocyclopentadiene
Benzoic acid	Hexachloroethane
Benzyl alcohol	Indeno (1,2,3-cd) pyrene
Butyl benzyl phthalate	Isophorone
Bis (2-chloroethoxy) methane	2-Methylnaphthalene
Bis (2-chloroethyl) ether	2-Methylphenol
Bis (2-chloroisopropyl) ether	4-Methylphenol
Bis (2-ethylhexyl) phthalate	N-Nitroso-di-n-propylamine
4-Bromophenyl phenyl ether	N-Nitrosodimethylamine
4-Chloroaniline	N-Nitrosodiphenylamine
4-Chloro-3-methylphenol	Naphthalene
2-Chloronaphthalene	2-Nitroaniline
2-Chlorophenol	3-Nitroaniline
4-Chlorophenyl phenyl ether	4-Nitroaniline
Chrysene	2-Nitrophenol
Di-n-butyl phthalate	4-Nitrophenol
Di-n-octyl phthalate	Nitrobenzene
Dibenzo (a,h) anthracene	Pentachlorophenol
Dibenzofuran	Phenanthrene
1,2-Dichlorobenzene	Phenol
1,3-Dichlorobenzene	Pyrene
1,4-Dichlorobenzene	1,2,4-Trichlorobenzene
3,3'-Dichlorobenzidine	2,4,5-Trichlorophenol
2,4-Dichlorophenol	2,4,6-Trichlorophenol
Diethyl phthalate	

REQUIRED GROUP 7 ANALYSIS (EPA 8150)

Analysis

2,4-D
2,4-DB
2,4,5-T
2,4,5-TC (Silvex)
Dalapon
Dicamba
Dichloroprop
Dinoseb
MCPA
MCP

REQUIRED GROUP 8 ANALYSIS

Analysis

Alkalinity, total	Lead
Bicarbonate alkalinity	Manganese
Boron	Mercury
Calcium	Molybdenum
Carbonate alkalinity	Nickel
Carbon dioxide	Selenium
Chemical Oxygen Demand	Silver
Chloride	Strontium
Fluoride	Thallium
Magnesium	Tin
Methylene Blue Active Substances	Tungsten
Nitrate (as NO ₃)	Vanadium
pH	Zinc
Phosphate (as P)	EPA 601/602 (see group 12)
Potassium	
Silica	
Sodium	
Specific Conductance	
Sulfate	
Total Dissolved Solids	
Total Hardness	
Turbidity	
Aluminum	
Antimony	
Arsenic	
Barium	
Beryllium	
Bismuth	
Cadmium	
Chromium	
Chromium VI	
Cobalt	
Copper	
Iron	

REQUIRED GROUP 9 ANALYSIS (MODIFIED TO-15 GAS)

Analysis

Acetone	<i>cis</i> -1,3-Dichloropropene
Benzene	<i>trans</i> -1,3-Dichloropropene
Bromobenzene	1,2-Dichloro-1,1,2,2-Tetrafluoroethane
Bromochloromethane	Ethylbenzene
Bromodichloromethane	Hexachlorobutadiene
Bromoform	2-Hexanone
Bromomethane	Isopropylbenzene
2-Butanone	4-Isopropyltoluene
n-Butylbenzene	4-Methyl-2-pentanone
<i>sec</i> -Butylbenzene	Methylene chloride
<i>tert</i> -Butylbenzene	Naphthalene
Carbon disulfide	n-Propylbenzene
Carbon tetrachloride	Styrene
Chlorobenzene	1,1,1,2-Tetrachloroethane
Chloroethane	1,1,2,2-Tetrachloroethane
Chloroform	Tetrachloroethane
Chloromethane	Toluene
2-Chlorotoluene	1,2,3-Trichlorobenzene
4-Chlorotoluene	1,2,4-Trichlorobenzene
Dibromochloromethane	1,1,1-Trichloroethane
1,2-Dibromo-3-chloropropane	1,1,2-Trichloroethane
1,2-Dibromoethane	Trichloroethene
1,2-Dichlorobenzene	Trichlorofluoromethane
1,3-Dichlorobenzene	1,1,2-Trichloro-1,2,2-trifluoroethane
1,4-Dichlorobenzene	1,2,3-Trichloropropane
Dichlorodifluoromethane	1,2,4-Trimethylbenzene
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,2-Dichloroethane	Vinyl chloride
1,1-Dichloroethene	m&p-Xylene
<i>cis</i> -1,2-Dichloroethene	o-Xylene
<i>trans</i> -1,2-Dichloroethene	
1,2-Dichloropropane	
1,3-Dichloropropane	
2,2-Dichloropropane	
1,1-Dichloropropene	

REQUIRED GROUP 10 ANALYSIS (FIXED GASES AND TGNMO)

Analysis

Methane

Oxygen

Nitrogen

Carbon Monoxide

Carbon Dioxide

TGNMO

Hydrogen sulfide

REQUIRED GROUP 11 ANALYSIS (APPENDIX II METALS)

Analysis

Antimony, total
Arsenic, total
Barium, total
Beryllium, total
Cadmium, total
Chromium, total
Cobalt, total
Copper, total
Lead, total
Mercury, total
Nickel, total
Selenium, total
Silver, total
Thallium, total
Tin, total
Vanadium, total
Zinc, total

REQUIRED GROUP 12 ANALYSIS (EPA 601/602 or equivalent)

Analysis

Benzene	Xylenes (total)
Bromochloromethane	
Bromoform	
Bromomethane	
Carbon tetrachloride	
Chlorobenzene	
Chloroethane	
2-Chloroethyl vinyl ether	
Chloroform	
Chloromethane	
Dibromochloromethane	
1,2-Dichlorobenzene	
1,3-Dichlorobenzene	
1,4-Dichlorobenzene	
Dichlorodifluoromethane	
1,1-Dichloroethane	
1,2-Dichloroethane	
1,1-Dichloroethene	
<i>trans</i> -1,2-Dichloroethene	
1,2-Dichloropropane	
1,3-Dichloropropane	
2,2-Dichloropropane	
1,1-Dichloropropene	
<i>cis</i> -1,3-Dichloropropene	
<i>trans</i> -1,3-Dichloropropene	
Ethyl benzene	
Methylene chloride	
1,1,2,2-Tetrachloroethane	
Tetrachloroethene	
Toluene	
1,1,1-Trichloroethane	
1,1,2-Trichloroethane	
Trichloroethene	
Trichlorofluoromethane	
Vinyl chloride	

REQUIRED GROUP 13 ANALYSIS (FRB LANDFILL)

Analysis

(EPA 8260)

Acetone
Benzene
Chlorobenzene
Chloroethane
Chloromethane
1,4-Dichlorobenzene
1,1-Dichloroethane
1,2-Dichloroethane
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Dichloromethane
Ethylbenzene
4-Methyl-2-pentanone
Naphthalene
Tetrachloroethene
Toluene
Trichloroethene
Vinyl chloride
Xylenes, total

REQUIRED GROUP 14 ANALYSIS (EPA 624)

Analysis

Acetone	Toluene
Benzene	1,1,1-Trichloroethane
Bromodichloromethane	1,1,2-Trichloroethane
Bromoform	Trichloroethene
Bromomethane	Trichlorofluoromethane
2-Butanone	Vinyl acetate
n-Butylbenzene	Vinyl chloride
<i>sec</i> -Butylbenzene	Xylenes, total
<i>tert</i> -Butylbenzene	
Carbon disulfide	
Carbon tetrachloride	
Chlorobenzene	
Chloroethane	
2-Chloroethyl vinyl ether	
Chloroform	
Chloromethane	
Dibromochloromethane	
1,2-Dichlorobenzene	
1,3-Dichlorobenzene	
1,4-Dichlorobenzene	
Dichlorodifluoromethane	
1,1-Dichloroethane	
1,2-Dichloroethane	
1,1-Dichloroethene	
<i>trans</i> -1,2-Dichloroethene	
1,2-Dichloropropane	
<i>cis</i> -1,3-Dichloropropene	
<i>trans</i> -1,3-Dichloropropene	
Ethylbenzene	
2-Hexanone	
Methylene chloride	
4-Methyl-2-pentanone	
Styrene	
1,1,2,2-Tetrachloroethane	
Tetrachloroethene	

REQUIRED GROUP 15 ANALYSIS (OLINDA LANDFILL)

Analysis

(EPA 8260)

Acetone

Benzene

2-Butanone (MEK)

Carbon disulfide

Chlorobenzene

Chloroethane

Chloromethane

1,2-Dichlorobenzene

1,3-Dichlorobenzene

1,4-Dichlorobenzene

1,1-Dichloroethane

1,2-Dichloroethane

1,1-Dichloroethene

cis-1,2-Dichloroethene

trans-1,2-Dichloroethene

Ethylbenzene

Methylene chloride

4-Methyl-2-pentanone

Styrene

Tetrachloroethene

Toluene

1,1,1-Trichloroethane

Trichloroethene

Vinyl chloride

Xylenes, total

REQUIRED GROUP 16 ANALYSIS (APPENDIX I VOLATILES)

Analysis

Acetone	Methylene chloride
Acrylonitrile	Styrene
Benzene	1,1,1,2-Tetrachloroethane
Bromochloromethane	1,1,2,2-Tetrachloroethane
Bromodichloromethane	Tetrachloroethene
Bromoform	Toluene
Bromomethane	1,1,1-Trichloroethane
2-Butanone	1,1,2-Trichloroethane
Carbon disulfide	Trichloroethene
Carbon tetrachloride	Trichlorofluoromethane
Chlorobenzene	1,2,3-Trichloropropane
Chloroethane	Vinyl acetate
Chloroform	Vinyl chloride
Chloromethane	Xylenes, total
Dibromochloromethane	
Dibromomethane	
1,2-Dibromo-3-chloropropane	
1,2-Dibromoethane	
1,2-Dichlorobenzene	
1,4-Dichlorobenzene	
<i>trans</i> -1,4-Dichloro-2-butene	
1,1-Dichloroethane	
1,2-Dichloroethane	
1,1-Dichloroethene	
<i>cis</i> -1,2-Dichloroethene	
<i>trans</i> -1,2-Dichloroethene	
1,2-Dichloropropane	
<i>cis</i> -1,3-Dichloropropene	
<i>trans</i> -1,3-Dichloropropene	
Ethylbenzene	
2-Hexanone	
Iodomethane	
4-Methyl-2-pentanone	

REQUIRED GROUP 17 ANALYSIS (COYOTE CANYON LANDFILL)

Analysis

(EPA 8260)

Acetone
Acrylonitrile
Benzene
2-Butanone
Chlorobenzene
Chloroethane
Chloromethane
1,2-Dichlorobenzene
1,3-Dichlorobenzene
1,4-Dichlorobenzene
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Ethylbenzene
Methylene chloride
4-Methyl-2-pentanone
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl chloride
Xylenes, total

REQUIRED GROUP 18 ANALYSIS

Analysis

Acetone	Iodomethane
Acrylonitrile	4-Methyl-2-pentanone
Benzene	Methylene chloride
Bromochloromethane	Styrene
Bromodichloromethane	1,1,1,2-Tetrachloroethane
Bromoform	1,1,2,2-Tetrachloroethane
Bromomethane	Tetrachloroethene
2-Butanone	Toluene
Carbon disulfide	1,1,1-Trichloroethane
Carbon tetrachloride	1,1,2-Trichloroethane
Chlorobenzene	Trichloroethene
Chloroethane	Trichlorofluoromethane
Chloroform	1,2,3-Trichloropropane
Chloromethane	Vinyl acetate
Dibromochloromethane	Vinyl chloride
Dibromomethane	Xylenes, total
1,2-Dibromo-3-chloropropane	
1,2-Dibromoethane	
1,2-Dichlorobenzene	
1,3-Dichlorobenzene	
1,4-Dichlorobenzene	
<i>trans</i> -1,4-Dichloro-2-butene	
Dichlorodifluoromethane	
1,1-Dichloroethane	
1,2-Dichloroethane	
1,1-Dichloroethene	
<i>cis</i> -1,2-Dichloroethene	
<i>trans</i> -1,2-Dichloroethene	
1,2-Dichloropropane	
<i>cis</i> -1,3-Dichloropropene	
<i>trans</i> -1,3-Dichloropropene	
Ethylbenzene	
2-Hexanone	

REQUIRED GROUP 19 ANALYSIS (SANTIAGO CANYON LANDFILL)

Analysis

(EPA 8260)

Acetone
Acrylonitrile
Benzene
Carbon tetrachloride
Chlorobenzene
Chloroethane
Chloroform
Chloromethane
1,2-Dichlorobenzene
1,3-Dichlorobenzene
1,4-Dichlorobenzene
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Ethylbenzene
Methylene chloride
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl chloride
Xylenes, total

REQUIRED GROUP 20 ANALYSIS (TABLE D, 98-99-01)

Analysis

Alkalinity, total
Bicarbonate Alkalinity
Boron
Calcium
Carbonate Alkalinity
Chemical Oxygen Demand
Chloride
Fluoride
Hydroxide
Iron
Magnesium
Manganese
Nitrate (as NO₃)
pH
Phenols
Phosphate (as PO₄)
Phosphorus, total
Potassium
Sodium
Specific Conductance
Sulfate
Total Anions
Total Cations
Total Dissolved Solids
Total Hardness
Total Organic Carbon
Total Organic Halogens

REQUIRED GROUP 21 ANALYSIS

Analysis

Chloride

Nitrate (as N)

pH

Sulfate (as SO₄)

Total Dissolved Solids

REQUIRED GROUP 22 ANALYSIS

Analysis

(EPA TO-15, additional compounds)

Acetonitrile
Acrolein
Acrylonitrile
Allyl chloride
Benzyl chloride
1,3-Butadiene
Cumene
Cyclohexane
1,4-Dioxane
Ethanol
Ethyl acetate
4-Ethyltoluene
Hexachloro-1,3-butadiene
d-Limonene
Methyl methacrylate
Methyl tert-butyl ether
n-Butyl acetate
n-Heptane
n-Hexane
n-Nonane
n-Octane
alpha-Pinene
2-Propanol
Propene
Tetrahydrofuran
1,2,4-Trimethylbenzene
Vinyl acetate

REQUIRED GROUP 23 ANALYSIS

Analysis

Chloride

Nitrate (as N)

pH

REQUIRED GROUP 24 ANALYSIS

Analysis

Cadmium
Chromium
Copper
Lead
Nickel
Silver
Zinc

GROUP 25 ANALYSIS

Analysis

Arsenic, total
Barium, total
Cadmium, total
Chromium, total
Cobalt, total
Copper, total
Iron, total
Lead, total
Mercury, total
Nickel, total
Selenium, total
Silver, total
Zinc, total

GROUP 26 ANALYSIS

Analysis

Radioactivity – Gross Alpha

Radioactivity – Beta

Radium-226

Radium-226 Precision (+-)

Radium-228

Strontium-90

Thorium

Uranium

Uranium, Activity

GROUP 27 ANALYSIS

Analysis

Chloride

Nitrate (as NO₃)

Sulfate

Ethane

Ethene

Methane

Total Alkalinity (Method SM2320B)

Total Organic Carbon (EPA Method 415.1)

GROUP 28 ANALYSIS

Analysis

(EPA 8280/8290)

1,2,3,4,6,7,8-HpCDD

1,2,3,4,6,7,8-HpCDF

1,2,3,4,7,8,9-HpCDF

1,2,3,4,7,8-HxCDD

1,2,3,4,7,8-HxCDF

1,2,3,6,7,8-HxCDD

1,2,3,6,7,8-HxCDF

1,2,3,7,8,9-HxCDF

1,2,3,7,8-PeCDD

1,2,3,7,8-PeCDF

2,3,4,6,7,8-HxCDF

2,3,4,7,8-PeCDF

2,3,7,8-TCDD

2,3,7,8-TCDF

OCDD

OCDF

Total HpCDD

Total HpCDF

Total HxCDD

Total HxCDF

Total PeCDD

Total PeCDF

Total TCDD

Total TCDF

GROUP 29 ANALYSIS

Analysis

Carbon dioxide

Ferrous Iron

Oxidation Reduction Potential

Dissolved Oxygen

GROUP 30 ANALYSIS

Analysis

Agricultural Suitability Test
Should include the following:

Boron
Calcium
Chloride
Exchangable Sodium %
Magnesium
pH
Potassium
Salinity
Sodium

GROUP 31 ANALYSIS

Analysis

Chloride

Nitrate as N

pH

Dissolved Oxygen

Hardness

Field Temperature

Sodium

GROUP 32 ANALYSIS (AQMD RULE 1150.1)

Analysis

Benzene
Benzyl chloride
Carbon tetrachloride
Chlorobenzene
Chloroform
1,2-Dibromoethane
Dichlorobenzenes, total
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethene
Hydrogen sulfide
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl chloride
Xylenes, total

GROUP 33 ANALYSIS

Analysis

EPA method 8260B (503.5 if soil)

Acetone	1,3-Dichloropropane
Allyl chloride	2,2-Dichloropropane
Benzene	1,1-Dichloropropene
Bromobenzene	cis-1,2-Dichloropropene
Bromochloromethane	trans-1,2-Dichloropropene
Bromodichloromethane	Ethylbenzene
Bromoform	Hexachlorobutadiene
Bromomethane	Isopropylbenzene
2-Butanone	4-Isopropyltoluene
n-Butylbenzene	Methylene chloride
sec-Butylbenzene	4-Methyl-2-pentanone
tert-Butylbenzene	Methyl tert-butyl ether
Carbon tetrachloride	Naphthalene
Chlorobenzene	n-Propylbenzene
Chloroethane	Styrene
2-Chloroethyl vinyl ether	1,1,1,2-Tetrachloroethane
Chloroform	1,1,2,2-Tetrachloroethane
Chloromethane	Tetrachloroethene
2-Chlorotoluene	Toluene
4-Chlorotoluene	1,2,3-Trichlorobenzene
Dibromochloromethane	1,2,4-Trichlorobenzene
1,2-Dibromo-3-chloropropane	1,1,1-Trichloroethane
1,2-Dibromoethane	1,1,2-Trichloroethane
Dibromomethane	Trichloroethene
1,2-Dichlorobenzene	Trichlorofluoromethane
1,3-Dichlorobenzene	1,1,2-Trichlorotrifluoroethane
1,4-Dichlorobenzene	1,2,4-Trimethylbenzene
cis-1,4-Dichloro-2-butene	1,3,5-Trimethylbenzene
trans-1,4-Dichloro-2-butene	Vinyl chloride
Dichlorodifluoromethane	m & p-Xylenes
1,1-Dichloroethane	o-Xylene
1,2-Dichloroethane	Xylenes, Total
1,1-Dichloroethene	
cis-1,2-Dichloroethene	
trans-1,2-Dichloroethene	
1,2-Dichloropropane	

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Acidity	ACID	\$10
Alkalinity, Total	ALKA	\$10
Alkalinity, Bicarbonate	BICARB	\$10
Alkalinity, Carbonate	CARB	\$10
Aluminum, AA or ICP	Al	\$15
Ammonia, direct	NH ₃	\$15
Ammonia, distilled	NH ₃ D	\$20
Antimony	Sb	\$15
Arsenic, AA or ICP	As	\$15
Arsenic, sediment	AsS	\$20
Asbestos	ASB	solids-\$20; water-\$150
Bacteria, Total Plate Count	TPC	\$15
Barium, AA or ICP	Ba	\$15
Beryllium	Be	\$15
Bioassay	BIO	\$125
Bismuth	Bi	\$15
B.O.D., 5-day	BOD	\$20
Boron	B	\$15
Bromide	Br	\$15
Cadmium, AA or ICP	Cd	\$15
Cadmium, sediment	CdS	\$20

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Calcium, EDTA	Ca	\$15
Carbon dioxide, titrimetric	CO ₂	\$15
Carbon dioxide, calculated if constituents known	CO ₂ C	\$ 5
Chloride, mercuric nitrate method	Cl	\$20
Chlorine residual, DPD	CIR	\$20
Chlorine residual, iodimetric	CIRI	\$20
Chlorine demand, immediate	CID	\$15
Chromium, hexavalent	Cr (VI)	\$15
Chromium, total, AA or ICP	Cr	\$15
Chromium, total, sediment	CrS	\$20
Cobalt	Co	\$15
C.O.D.	COD	\$20
Coliform bacteria		
Total, low-level-5 tubes	TCL	\$15
Total, multi-level-5 tubes, 3 dilutions	TCM	\$15
Fecal Coliform	FC	\$18
Color	COLOR	\$ 5
Conductivity	EC	\$ 5
Copper, AA or ICP	Cu	\$15
Copper, sediment	CuS	\$20
Cyanide, AgNO ₃ titration	CN	\$25
Cyanide, distillation & photometry	CND	\$35
Cyanide, sediment	CNS	\$40

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Ethane	C_2H_6	\$60
Ethene	C_2H_4	\$60
Fecal streptococci	FS	\$20
Ferrous ion	Fe^{2+}	\$40
Fluoride	F	\$15
Hardness, EDTA	HARD	\$10
Humic acid	HA	\$30
Hydroxide	OH	\$ 5
Iodide	I	\$30
Ion Balance	%	\$25
Iron, AA or ICP	Fe	\$15
Iron, sediment	FeS	\$20
Lead, AA or ICP	Pb	\$15
Lead, sediment	PbS	\$20
Lithium, AA or ICP	Li	\$15
Magnesium, AA or ICP	Mg	\$15
Manganese, AA or ICP	Mn	\$15
Methylene Blue Active Substances	MBAS	\$35
Mercury, AA or ICP	Hg	\$40
Mercury, Sediment	HgS	\$40
Methane	CH_4	\$60

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Molybdenum	Mo	\$15
Nickel, AA or ICP	Ni	\$15
Nitrate	NO ₃	\$12
Nitrite	NO ₂	\$12
Nitrogen, total Kjeldahl (Ammonia & Organic total)	TKN	\$30
Odor	ODOR	\$ 5
Oil & Grease, Soxhlet	OGSEX	\$30
Oxidation Reduction Potential	ORP	\$25
Oxygen, dissolved	DO	\$20
Organic Acids, GLC	ORGA	\$100
Perchlorate	ClO ₄	\$25
pH	pH	\$ 5
pH, sediment	pHS	\$15
Particle sizes, pipette method (including % sand, % silt, and % clay)	PSIZE	\$40
Phenols	POH	\$35
Phosphate, ortho	PO ₄ O	\$20
Phosphate, total	PO ₄	\$20
Phosphate, sediment	PO ₄ S	\$20
Phosphorus, ortho	OP	\$20
Phosphorus, total	P	\$20
Potassium	K	\$15

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Residue:		
Total nonfilterable	TNFR	\$10
Total filterable, dried at 180°C	TFR8	\$10
Total filterable, dried at 103-105°C	TRR5	\$10
Total volatile	TVR	\$15
Selenium, AA or ICP	Se	\$15
Selenium, sediment	SeS	\$20
Silica	SiO ₂	\$15
Silver, AA or ICP	Ag	\$15
Sodium	Na	\$15
Strontium	Sr	\$15
Sulfate	SO ₄	\$12
Sulfide, dissolved	SD	\$20
Sulfide, total	ST	\$15
Sulfite	SO ₃	\$40
Sulfur, total	S	\$40
Sulfur, total (sediment)	STS	\$40
Tannin & Lignin	TL	\$40
Taste	TASTE	\$ 5
Temperature, degrees Celsius	°C	N/C
Thallium	Tl	\$15
Tin, AA or ICP	Sn	\$15

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Tin, sediment	SnS	\$20
Tungsten	W	\$15
Total Organic Carbon	TOC	\$40
Total Organic Halogens	TOX	\$70
Total Anions	TAn	\$35
Total Cations	TCat	\$35
Total Recoverable Petroleum Hydrocarbons	TRPH	\$35
Total Petroleum Hydrocarbons	TPH	Gas-\$30; Diesel-\$40
TCDD, quantitative	TCDDQ	\$500
TCDD, screened	TCDDS	\$175
Turbidity	TURB	\$10
Vanadium	V	\$15
Zinc, AA or ICP	Zn	\$15
Zinc, sediment	ZnS	\$20
Strontium-90	Sr-90	\$145
Gross Alpha and Beta	GAB	\$40
Beta, millirem	Bmr	\$30
Uranium, total	U	\$65
Uranium, Activity	UACT	\$90
Tritium	³ H	\$60
Radium-226	Ra-226	\$100

UNIT PRICES FOR INDIVIDUAL DETERMINATIONS

Determination	Abbreviation Used for Billing	Unit Price
Radium-226 Precision (+-)	Ra-226P	\$120
Radium-228	Ra-228	\$145

EXHIBIT C

FORMAT FOR ANALYTICAL SERVICES BILLINGS

(CONTRACTOR LETTERHEAD)

Bill to: County of Orange
OC Waste & Recycling
Department Contractor
300 N. Flower Street, Suite 400
Santa Ana, CA 92703

Date _____
County P.O. No. _____
Invoice No. _____
Name: _____
Sample Lab No. _____

CONTRACTOR LAB NUMBER	SAMPLE NUMBER	ANALYSES PERFORMED	UNIT COST	TOTAL COST
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Example:

06-01-001	06-04-055	G21	\$50.00	\$200.00
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These abbreviations under “analyses performed” are to be taken from the attached unit price list and/or group list of approved analyses. All other analyses are to be billed per contract hour. When billing per contract hour, list hourly rate and amount of time spent.