

PRICE AGREEMENT

Date: 3/24/09

VENDOR INFORMATION:

PHONE: 626-336-2139

TERMS:

F.O.B: DESTINATION

TAX CODE:

MA-299-11010701

P/A NUMBER: N1600010744

SEE DELIVERY LOCATION (5) WITHIN PRICE AGREEMENT

START DATE: 04/01/69 11 END DATE: 03/31/10 12 DELIVERY WITHIN 000 DAYS

VENDOR CODE: X03457

WECK ANALYTICAL ENVIRONMENTAL

ATTN: ALFREDO PIERRI

DBA WECK LABORATORIES INC

14859 E CLARK AVE

CITY OF INDUSTRY CA 91745-1379

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 GRANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.

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 ITEMISED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.

2. VENDOR CODE, ORDER NUMBER AND FRICE AGREEMENT NUMBER (IF APPLICABLE) MUST REPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & INQUIRIES.

3. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN THE 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 ACCORDING THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE.

THE ONLY TERMS AND COMMITTIONS THAT WILL BE APPLICABLE TO THE INTERPRETATION OF THIS CONTRACT AND THOSE ISSUED BY THE COUNTY OF GRANGE. VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFITY DATA SHEET) FOR BARARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFITY 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

IN COMMODITY CODE DISCOUNT

QUANTITY UNIT UNIT COST

P/A LINE AMOUNT

001 96169

0.00 TESTING AND MONITORING SERVICES, AIR AND WATER

0.00

0.0000

0.00

Authorized Signature:

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

VENDOR

Page:

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PRICE AGREEMENT

Date: 3/24/09

VENDOR: X03457

MA-299-11010701

P/A NUMBER: N1000010744

WECK ANALYTICAL ENVIRONMENTAL

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

FUND AGENCY ORGANIZATION
299 299 ****

AUTHORIZED LIMIT

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 2011 and shall terminate on March 31, 2010 2012, 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 <u>Best's Key Rating Guide/Property-Casualty/United States or ambest.com</u> 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:

Coverage	Minimum Limits
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: <u>droberts@associatedlabs.com</u>

For Secondary Contractor: Name: Weck Laboratories, Inc.

Address: 14859 E. Clark Ave.

City of Industry, CA 91745

Attn.: Marilyn Romero

Title: Customer Service Manager

Phone: 626-336-2139 Fax: 626-336-2134

Email: marilyn@wecklabs.com

For County: Name: County of Orange

OC Waste & Recycling/Procurement & Planning Section

Address: 300 N. Flower Street, Suite 400

Santa Ana, CA 92703

Attn: Diane Dodson

Title: OC Waste & Recycling/Purchasing Manager

Phone: (714) 834-4145 Fax: (714) 834-4136

Email: diane.dodson@iwmd.ocgov.com

- 38. **County Child Support Enforcement:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract. [Attached as Attachment 1]
- 39. **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 40. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- 41. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- 42. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 43. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- 44. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any

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

- Waiver of Jury Trial: To the extend 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. <u>LABORATORY PROCEDURES FOR THE ANALYSES OF</u> 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. <u>Standard Methods for the Examination of Water and Wastewater</u> (APHA, AWWA, WPCF), latest edition.

- 2. EPA-600/4-79-020 Methods for Chemical Analysis of Water and Wastes, Revised March 1983, latest revision.
- EPA-600/4-82-057 <u>Methods for Organic Chemical Analysis of</u>
 <u>Municipal and Industrial Wastewater</u>, July 1982, latest revision.
- 4. Other procedures established as EPA protocol and published in the Federal Register.
- 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 <u>only</u> 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. <u>METHOD DETECTION LIMITS (MDL) AND PRACTICAL</u> 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.

Constituent	Maximum Acceptable Detection Limit
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
В	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	$1.0~\mathrm{mg/L}$
Total Dissolved Solids	1.0 mg/L
Pb, Cr, Cu, Zn	0.020 mg/L
Fe	$0.100~\mathrm{mg/L}$
Se, As	$0.010~\mathrm{mg/L}$
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	$10 \mu g/L$
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. <u>ANALYTICAL QUALITY CONTROL</u>

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. <u>LIMITS OF ERROR</u>, 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:

Constituent	Allowable Error
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 μ g/L or greater
Fe, Mn	8% at a detection limit of $100~\mu\text{g/L}$ or greater
Hg	25% at a detection limit of 1 μ g/L or greater
Se, As	15% at a detection limit of 10 μ g/L or greater
Pesticides, Herbicides	50% at a detection limit of 1 μ g/L or greater
PCBs (PCP Group)	50% at a detection limit of 1 μ g/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:

Average of Ratios of

Errors to Allowable Errors	% Discount
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. <u>SAMPLE CONTAINERS</u>

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. <u>Laboratory Director or Senior Chemist: Degreed in biological or physical sciences, or the equivalent, with the following criteria:</u>
 - 1. Ph.D. with five years experience
 - 2. M.S. with ten years experience
 - 3. B.S. with fifteen years experience

- B. <u>Supervising Chemists: Graduate chemists or environmental scientists</u>
 (B.S. degree) specializing in water and wastewater analysis;
- C. <u>Microbiologist</u>: B.S. degree, specializing in water and wastewater assays;
- D. <u>Technicians</u>: A.A. degree or equivalent with laboratory analyses experience;
- E. <u>Clerical Staff</u>: Consistently <u>ERROR-FREE</u> 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.

Aquatic Bioassay & Consulting Laboratories Inc.

Maxxam Analytics Inc.

Fruit Growers Laboratory aka FGL Environmental, Inc.

Air Technology Laboratories, Inc.

Truesdail Laboratories, Inc.

<u>Analysis</u>	Certified (Yes/No)	Test Method
Alkalinity, Total	Yes	SM 2320B
Ammonia Nitrogen (NO ₃ -N)	Yes	EPA 350.1
Asbestos	Yes	EPA 100.2
Bicarbonate Alkalinity (CaCO ₃)	Yes	SM 2320B
Biochemical Oxygen Demand (BOD)	Yes	SM 5210B
Boron	Yes	EPA 6010
Calcium	Yes	EPA 6010
Carbon Dioxide	No	SM 4500 CO ₂ D
Carbon Monoxide	No	ASTM D1946
Carbonate Alkalinity (CaCO ₃)	Yes	SM 2320B
Chloride	Yes	EPA 300.0
Chloride, Total Residual	Yes	SM 4500 CL G
Chemical Oxygen Demand (COD)	Yes	EPA 410.4
Coliforms	Yes	SM 9221B/SM9221E
Cyanide	Yes	EPA 335.4/9014M
Dissolved Oxygen (DO)	Yes	SM 4500 O&G
Electrical Conductivity (Specific Conductance)	Yes	SM 2510B
Ethane	Yes	RSK-175
Ethene	Yes	RSK-175
Ferrous Ion (Fe ²⁺)	Yes	
Fluoride	Yes	EPA 300.0
Hardness, Total (as CaCO ₃)	Yes	EPA 6010

Analysis	Certified (Yes/No)	Test Method
Hydrogen Sulfide	Yes	SM 4500S 2D
Hydrogen, Total	Yes	SM 4500 HB
Hydroxide	Yes	SM 2320B
Ion Balance	Yes	Calculation
Methane	Yes	KSK-175
Methylene Blue Active Substances (MBAS)	Yes	SM 5540C
Nitrate as Nitrogen and/or as NO ₃	Yes	EPA 353.2/300.0
Nitrogen, Total	Yes	Calculation
Oil & Grease	Yes	EPA 1664A
ortho-Phosphorus	Yes	EPA 365.1
Oxidation Reduction Potential (ORP)	No	Electrode
Oxygen	No	ASTM D1946
Perchlorate (CIO ₄ ⁻)	Yes	EPA 314.01331/332/6850
pН	Yes	SM4500 H&B/ EPA 9045
Phenols	Yes	EPA 420.4/9065M
Phosphate as P, PO ₄	Yes	EPA 365.1
Phosphorus, Total	Yes	EPA 365.1
Salinity	No	SM 2520
Silica	Yes	EPA 200.7/6010
Silicon Dioxide	Yes	
Sodium (Na)	Yes	
Sodium, Exchangeable (Na), %	No	EPA 9081
Sulfate	Yes	EPA 300.0
Sulfide	Yes	SM4500 S2D/EPA 9034
Sulfite	Yes	SM 4500 SO3
TGNMO	No	SCAQMD 25.1
Total Anions	Yes	Calculation
Total Cations	Yes	Calculation
Total Dissolved Solids	Yes	SM 2540C

<u>Analysis</u>	Certified (Yes/No)	Test Method
Total Kjeldahl Nitrogen	Yes	EPA 351.2
Total Organic Carbon	Yes	SM 5310C
Total Organic Halogens (TOX)	Yes	EPA 9020M
Total Petroleum Hydrocarbons (TPH)	Yes	EPA 8015B
Total Recoverable Pet. Hydrocarbons (TRPH)	Yes	EPA 1664
Total Suspended Solids	Yes	SM 2540D
Toxicity Fish Bioassays	Yes	
Turbidity	Yes	EPA 180.1
Aluminum (Al)	Yes	EPA 6010
Antimony (Sb)	Yes	EPA 6010
Arsenic (As)	Yes	EPA 6010
Barium (Ba)	Yes	EPA 6010
Beryllium (Be)	Yes	EPA 6010
Bismuth (Bi)	Yes	EPA 6020
Cadmium (Cd)	Yes	EPA 6020
Chromium, Hexavalent (Cr VI)	Yes	EPA 7161/7199/SM 3500
Chromium, Total (Cr)	Yes	EPA 6010
Cobalt (Co)	Yes	EPA 6010
Copper (Cu)	Yes	EPA 6010
Iron (Fe)	Yes	EPA 6010
Lead (Pb)	Yes	EPA 6010
Lithium (Li)	Yes	EPA 6010
Manganese (Mn)	Yes	EPA 6010
Magnesium (Mg)	Yes	EPA 6010
Mercury (Hg)	Yes	EPA 6010
Molybdenum (Mo)	Yes	EPA 6010
Nickel (Ni)	Yes	EPA 6010
Potassium (K)	Yes	EPA 6010
Selenium (Se)	Yes	EPA 6010

<u>Analysis</u>	Certified (Yes/No)	Test Method
Silver (Ag)	Yes	EPA 6010
Strontium (Sr)	Yes	EPA 6010
Thallium (Tl)	Yes	EPA 6010
Tin (Sn)	Yes	EPA 6010
Tungsten (W)	Yes	EPA 6020
Vanadium (V)	Yes	EPA 6010
Zinc (Zn)	Yes	EPA 6010
Radioactivity, Gross Alpha and Beta	Yes	EPA 900.0
Beta in Millirem	No	EPA 900.0
Radium-226	Yes	EPA 903.0
Radium-226 Precision (+-)	Yes	EPA 903.1
Radium-228	Yes	EPA Ra-05
Strontium-90	Yes	EPA 905.0
Tritium	<u>Yes</u>	EPA 906.0
Uranium, Total	<u>Yes</u>	EPA 200.8
Uranium, Activity	No	EPA 908.0
TCDD (Quantitative Analysis)	Yes	EPA 8280
TCDD (Screened Analysis)	<u>Yes</u>	EPA 82870
2,4,5-T	<u>Yes</u>	EPA 8151A
2,4,5-TC (Silvex)	Yes	EPA 8151A
2,4-D	Yes	EPA 8151A
2,4-DB	<u>Yes</u>	EPA 8151A
Acenaphthene	<u>Yes</u>	EPA 8270C
Acenaphthylene	Yes	EPA 8270C
Acetone	Yes	EPA 8260B
Acetonitrile	<u>Yes</u>	EPA 8260B
Acetophenone	<u>Yes</u>	EPA 8260B
2-Acetylaminofluorene	<u>Yes</u>	EPA 8270C
Acrolein	<u>Yes</u>	EPA 8260B

<u>Analysis</u>	Certified (Yes/No)	Test Method
Acrylonitrile	Yes	EPA 8260B
Aldrin	<u>Yes</u>	EPA 8081A
Allyl chloride (3-Chloropropene)	Yes	EPA 8260B
alpha-BHC	Yes	EPA 8081A
4-Aminobiphenyl	Yes	EPA 8270C
Aniline	Yes	EPA 8270C
Anthracene	<u>Yes</u>	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
Benzo (g,h,i) perylene	Yes	EPA 8270C
Benzo (k) fluoranthene	<u>Yes</u>	EPA 8270C
Benzoic acid	Yes	EPA 8270C
Benzyl alcohol	Yes	EPA 8270C
Benzyl chloride	<u>Yes</u>	EPA 8260B
beta-BHC	<u>Yes</u>	EPA 8081A
Bis (2-chloro-1-methylethyl) ether	<u>Yes</u>	EPA 8270C
Bis (2-chloroethoxy) methane	Yes	EPA 8270C

<u>Analysis</u>	Certified (Yes/No)	Test Method
Bis (2-chloroethyl) ether	Yes	EPA 8270C
Bis (2-chloroisopropyl) ether	<u>Yes</u>	EPA 8270C
Bromobenzene	Yes	EPA 8260B
Bromochloromethane	Yes	EPA 8260B
Bromodichloromethane	<u>Yes</u>	EPA 8260B
Bromoform	Yes	EPA 8260B
Bromomethane	Yes	EPA 8260B
4-Bromophenyl phenyl ether	<u>Yes</u>	EPA 8260B
1,3-Butadiene	<u>Yes</u>	EPA 8260B
2-Butanone	Yes	EPA 8260B
n-Butyl acetate	Yes	EPA 8260B
Butyl benzyl phthalate	<u>Yes</u>	EPA 8270C
n-Butylbenzene	Yes	EPA 8260B
sec-Butylbenzene	Yes	EPA 8260B
tert-Butylbenzene	Yes	EPA 8260B
Carbon disulfide	<u>Yes</u>	EPA 8260B
Carbon tetrachloride	Yes	EPA 8260B
Chlordane	Yes	EPA 8081A
4-Chloro-3-methylphenol	Yes	EPA 8270C
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

Analysis	Certified (Yes/No)	Test Method
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	Yes	EPA 8260B
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
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

<u>Analysis</u>	Certified (Yes/No)	Test Method
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
1,2-Dichlorotetrafluoroethane	Yes	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

<u>Analysis</u>	Certified (Yes/No)	Test Method
Di-n-octyl phthalate	Yes	EPA 8270C
Dinoseb	Yes	EPA 8151A
1,4-Dioxane	Yes	EPA 8270M
Diphenylamine	Yes	EPA 8270C
1,2-Diphenylhydrazine	Yes	EPA 8270C
Disulfoton	Yes	EPA 8151A
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 8015B
Ethyl acetate	Yes	EPA 8260B
Ethyl benzene	Yes	EPA 8260B
Ethyl methacrylate	Yes	EPA 8260B
Ethyl methanesulfonate	Yes	EPA 8270C
4-Ethyl toluene	Yes	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	Yes	EPA 8260B
Hexachlorobenzene	Yes	EPA 8270C
Hexachlorobutadiene	Yes	EPA 8270C
Hexachlorocyclopentadiene	Yes	EPA 8270C
Hexachloroethane	Yes	EPA 8270C
Hexachloropropene	Yes	EPA 8270C

<u>Analysis</u>	Certified (Yes/No)	Test Method
n-Hexane	Yes	EPA 8270C
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
Kepone	Yes	EPA 8081A
d-Limonene	Yes	EPA 8270C
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 8141A
4-Methyl-2-pentanone	Yes	EPA 8260B
Methyl-tert-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

<u>Analysis</u>	Certified (Yes/No)	Test Method
Naphthalene	Yes	EPA 8270C
1,4-Naphthoquinone	Yes	EPA 8270C
1-Naphthylamine	Yes	EPA 8270C
2-Naphthylamine	Yes	EPA8270C
2-Nitroaniline	Yes	EPA8270C
3-Nitroaniline	Yes	EPA8270C
4-Nitroaniline	Yes	EPA8270C
Nitrobenzene	Yes	EPA8270C
5-Nitro-o-toluidine	Yes	EPA8270C
2-Nitrophenol	Yes	EPA8270C
4-Nitrophenol	Yes	EPA8270C
N-Nitrosodiethylamine	Yes	EPA521
N-Nitrosodimethylamine	Yes	EPA521
N-Nitrosodi-n-butylamine	Yes	EPA521
N-Nitroso-di-n-propylamine	Yes	EPA521
N-Nitrosodiphenylamine	Yes	EPA521
N-Nitrosomethylethylamine	Yes	EPA521
N-Nitrosopiperidine	Yes	EPA521
N-Nitrosopyrrolidine	Yes	EPA521
n-Nonane	Yes	EPA8270C
Parathion	Yes	EPA8141A
Pentachlorobenzene	Yes	EPA8270C
Pentachloroethane	Yes	EPA8270C
Pentachloronitrobenzene	Yes	EPA8270C
Pentachlorophenol	Yes	EPA8270C
Phenacetin	Yes	EPA 8270C
Phenanthrene	Yes	EPA 8270C
Phenol	Yes	EPA 8270C
p-Phenylenediamine	Yes	EPA 8270C

<u>Analysis</u>	Certified (Yes/No)	Test Method
Phorate	Yes	EPA 8141A
alpha-Pinene	Yes	EPA 8270C
Pronamide	Yes	EPA 8270C
2-Propanol	Yes	EPA 8015B
Propene	Yes	RSK-175
Propionitrile	Yes	EPA 8260B
n-Propylbenzene	Yes	EPA 8260B
Pyrene	Yes	EPA 8260B
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	<u>Yes</u>	EPA 8260B
2,3,4,6-Tetrachlorophenol	Yes	EPA 8270C
Tetrahydrofuran	Yes	EPA 8260B
Thionazin	<u>Yes</u>	EPA 8141A
Toluene	<u>Yes</u>	EPA 8260B
o-Toluidine	Yes	EPA 8270C
Toxaphene	Yes	EPA 8081A
1,2,3-Trichlorobenzene	<u>Yes</u>	EPA 8260B
1,2,4-Trichlorobenzene	<u>Yes</u>	EPA 8260B
1,1,1-Trichloroethane	Yes	EPA 8260B
1,1,2-Trichloroethane	<u>Yes</u>	EPA 8260B
Trichloroethene	<u>Yes</u>	EPA 8260B
Trichlorofluoromethane	<u>Yes</u>	EPA 8260B
2,4,5-Trichlorophenol	<u>Yes</u>	EPA 8270C
2,4,6-Trichlorophenol	Yes	EPA 8270C

Analysis	Certified (Yes/No)	Test Method
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
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
1,2,3,4,6,7,8-HpCDD	Yes	EPA 8280
1,2,3,4,6,7,8-HpCDF	Yes	EPA 8280
1,2,3,4,7,8,9-HpCDF	Yes	EPA 8280
1,2,3,4,7,8-HxCDD	Yes	EPA 8280
1,2,3,4,7,8-HxCDF	Yes	EPA 8280
1,2,3,6,7,8-HxCDD	Yes	EPA 8280
1,2,3,6,7,8-HxCDF	Yes	EPA 8280
1,2,3,7,8,9-HxCDF	Yes	EPA 8280
2,3,4,6,7,8-HxCDF	Yes	EPA 8280
1,2,37,8-PeCDD	Yes	EPA 8280
1,2,3,7,8-PeCDF	Yes	EPA 8280
2,3,4,7,8-PeCDF	Yes	EPA 8280
2,3,7,8-TCDD	Yes	EPA 8280
2,3,7,8-TCDF	Yes	EPA 8280
OCDD	Yes	EPA 8280
OCDF	Yes	EPA 8280
Total HpCDD	Yes	EPA 8280

Analysis	Certified (Yes/No)	Test Method
Total HpCDF	Yes	EPA 8280
Total HxCDD	Yes	EPA 8280
Total HxCDF	Yes	EPA 8280
Total PeCDD	Yes	EPA 8280
Total PeCDF	Yes	EPA 8280
Total TCDD	Yes	EPA 8280
Total TCDF	Yes	EPA 8280

UNIT PRICES FOR GROUP ANALYSES

EST. # OF	GROUP	BILLING	ANALYSES PERFORMED	UNIT COST PER	EST/YR
TESTS/YR	NAME	ABBREV.		TEST	
12	Group 1	G-1	See attached list	\$210	\$2,520
60	Group 2	G-2	See attached list	\$350	\$21,000
28	Group 3	G-3	See attached list	\$350	\$9,800
14	Group 4	G-4	See attached list	\$750	\$10,500
1	Group 5	G-5	See attached list	\$100	\$100
12	Group 6	G-6	See attached list	\$275	\$3,300
1	Group 7	G-7	See attached list	\$190	\$190
12	Group 8	G-8	See attached list	\$450	\$5,400
8	Group 9	G-9	See attached list (this group may be subcontracted)	\$250	\$2,000
8	Group 10	G-10	See attached list (this group may be subcontracted)	\$350	\$2,800
25	Group 11	G-11	See attached list	\$150	\$3,750
70	Group 12	G-12	See attached list	\$80	\$5,600
24	Group 13	G-13	See attached list	\$80	\$1,200
16	Group 14	G-14	See attached list	\$80	\$1,280
40	Group 15	G-15	See attached list	\$100	\$4,000
20	Group 16	G-16	See attached list	\$120	\$2,400
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	\$300	\$3,600

EST. # OF	GROUP	BILLING	ANALYSES PERFORMED	UNIT COST PER	EST/YR
TESTS/YR	NAME	ABBREV.		TEST	
100	Group 21	G-21	See attached list R	\$55	\$5,500
1	Group 22	G-22	See attached list (this group may be subcontracted)	\$225	\$225
50	Group 23	G-23	See attached list	\$35	\$1,750
4	Group 24	G-24	See attached list	\$70	\$280
12	Group 25	G-25	See attached list	\$120	\$1,440
1	Group 26	G-26	See attached list (this group may be subcontracted)	\$1790	\$1,790
20	Group 27	G-27	See attached list	\$185	\$3,700
1	Group 28	G-28	See attached list (this group may be subcontracted)	\$650	\$650
20	Group 29	G-29	See attached list	\$100	\$2,000
1	Group 30	G-30	See attached list	\$145	\$145
1	Group 31	G-31	See attached list	\$90	\$90
5	Group 32	G-32	See attached list (this group may be subcontracted)	\$250	\$1,250
2	Group 33	G-33	See attached list	\$120	\$240
1	Group 34	G-34	Toxicity Testing/Fish Bioassay	\$300	\$300
1	Group 35	G-35	EPA Method 504	\$75	\$75
1	Nutrient	NUT	pH, EC, Turbidity, NO ₂ +NO ₃ , NH ₃ , TKN, PO ₄ , TNFR	\$90	\$90
1	Rainwater	RAIN	pH, EC, NO ₂ +NO ₃ , NH ₃ , TKN SO ₄ , PO ₄ , TDS, Pb, Zn, Na, Cl	\$125	\$125
2	Bacterio- logical	BACT	Total Coliform, Fecal Coliform, Fecal Streptococci	\$190	\$380
1	Miscel- laneous	MISC	Oil & Grease, Phenol, MBAS, Sulfide, Particle Size	\$200	\$200

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

Additional charge for a retest that may be required	0%
Additional charge per test for rush analysis of two working days (48 hours) or as agreed by COUNTY and CONTRACTOR	75%
Additional charge per test for rush analysis or <u>one working day</u> (24 hours)	100%

Additional charge per test for rush analysis of <u>five working days</u>	30%
Price for analyses of components not listed in the Schedule of fees (per hour for technical assistants, including labor,	ф 7 .5
materials, and use of equipment).	\$75 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

Bicarbonate Alkalinity

Boron Calcium

Carbonate Alkalinity
Carbon dioxide

Chemical Oxygen Demand

Chloride

Fluoride

Ion Balance Magnesium Nitrate as NO₃

pН

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

Mercury

Molybdenum

Nickel

Selenium

Silver

Thallium

Vanadium Zinc

EPA 601/602 or equivalent (see group 12)

REQUIRED GROUP 3 ANALYSIS

Analysis

Alkalinity, total Bicarbonate alkalinity

Boron Calcium Carbonate alkalinity Carbon dioxide

Chemical Oxygen Demand

Chloride Cyanide Fluoride Magnesium

Nitrate (as NO₃)

рН

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

Mercury Molybdenum

Nickel Selenium Silver Strontium Thallium Tin Tungsten

Vanadium Zinc

EPA method 8260 (see group 18)

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 trans-1,4-Dichloro-2-butene
Copper Dichlorodifluoromethane
Lead 1,1-Dichloroethane
Mercury 1,2-Dichloroethane

Mercury 1,2-Dichloroethane Nickel 1.1-Dichloroethene Selenium cis-1,2-Dichloroethene Silver trans-1,2-Dichloroethene Thallium 1,2-Dichloropropane Tin 1,3-Dichloropropane Vanadium 2,2-Dichloropropane Zinc 1,1-Dichloropropene cis-1,3-Dichloropropene Cvanide

Sulfidetrans-1,3-DichloropropeneAcetoneEthylbenzeneAcetonitrileEthyl methacrylateAcroleinHexachlorobutadiene

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 1,1,2-Tetrachloroethane Chloroform 1,1,2-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 Benzo (g,h,i) perylene Vinyl acetate Vinyl chloride Benzo (a) pyrene Xylenes, total Benzyl alcohol

Aldrin Bis (2-chloroethoxy) methane alpha-BHC Bis (2-chloroethyl) ether Bis (2-chloroisopropyl) ether beta-BHC delta-BHC Bis (2-ethylhexyl) phthalate 4-Bromophenyl phenyl ether gamma-BHC (Lindane) Butyl benzyl phthalate Chlordane

4-Chloroaniline 4.4'-DDD 4,4'-DDE Chlorobenzilate

4,4'-DDT 4-Chloro-3-methylphenol Dieldrin 2-Chloronaphthalene 2-Chlorophenol Endosulfan I 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 2,6-Dichlorophenol Dinoseb Silvex (2,4,5-TC) Diethyl phthalate

p-(Dimethylamino)azobenzene Acenaphthene

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 N-Nitrosodimethylamine 2,6-Dinitrotoluene N-Nitrosodiphenylamine Di-n-octyl phthalate Diphenylamine N-Nitrosodipropylamine Disulfoton N-Nitrosomethylethylamine

Ethyl methanesulfonate N-Nitrosopiperidine Famphur N-Nitrosopyrrolidine 5-Nitro-o-toluidine Fluoranthene

Parathion Fluorene

Hexachlorobenzene Pentachlorobenzene Hexachlorocyclopentadiene Pentachloronitrobenzene

Hexachloroethane Pentachlorophenol Hexachloropropene Phenacetin Indeno (1,2,3-cd) pyrene Phenanthrene Isophorone Phenol

Isodrin p-Phenylenediamine Phorate Isosafrole Pronamide Kepone 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-ΒΗС

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

Bis (2-chloroethyl) ether

2-Methylphenol

Bis (2-chloroisopropyl) ether

4-Methylphenol

Bis (2-ethylhexyl) phthalate

4-Bromophenyl phenyl ether

4-Chloroaniline

N-Nitrosodimethylamine

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-G-Trichlorophenol

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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

MCPP

REQUIRED GROUP 8 ANALYSIS

Analysis

Alkalinity, total

Bicarbonate alkalinity

Boron Calcium

Carbonate alkalinity
Carbon dioxide

Chemical Oxygen Demand

Chloride Fluoride Magnesium

Methylene Blue Active Substances

Nitrate (as NO₃)

рН

Phosphate (as P)

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

Lead

Manganese Mercury Molybdenum

Nickel Selenium Silver Strontium Thallium Tin

Tungsten Vanadium Zinc

EPA 601/602 (see group 12)

REQUIRED GROUP 9 ANALYSIS (MODIFIED TO-15 GAS)

Analysis

Acetone cis-1,3-Dichloropropene
Benzene trans-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
sec-Butylbenzene Methylene chloride
tert-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 1,2,5 Trimethylbenzene

1,1-Dichloroethane 1,3,5-Trimethylbenzene 1,2-Dichloroethane Vinyl chloride

1,1-Dichloroethene m&p-Xylene cis-1,2-Dichloroethene o-Xylene

trans-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

trans-1,2-Dichloroethene

1,2-Dichloropropane

1,3-Dichloropropane

2,2-Dichloropropane

1,1-Dichloropropene

cis-1,3-Dichloropropene

trans-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

REQUIRED GROUP 14 ANALYSIS (EPA 624)

Analysis

Acetone Benzene

Bromodichloromethane

Bromoform

Bromomethane

2-Butanone

n-Butylbenzene

sec-Butylbenzene

tert-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

trans-1,2-Dichloroethene

1,2-Dichloropropane

cis-1,3-Dichloropropene

trans-1,3-Dichloropropene

Ethylbenzene

2-Hexanone

Methylene chloride

4-Methyl-2-pentanone

Styrene

1,1,2,2-Tetrachloroethane

Tetrachloroethene

Toluene

1,1,1-Trichloroethane

1,1,2-Trichloroethane

Trichloroethene

Trichlorofluoromethane

Vinyl acetate

Vinyl chloride

REQUIRED GROUP 15 ANALYSIS (OLINDA ALPHA 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

REQUIRED GROUP 16 ANALYSIS (APPENDIX I VOLATILES)

Analysis

Acetone Acrylonitrile

Benzene

Bromochloromethane Bromodichloromethane

Bromoform Bromomethane 2-Butanone Carbon disulfide Carbon tetrachloride

Chlorobenzene Chloroethane Chloroform Chloromethane

Dibromochloromethane

Dibromomethane

1,2-Dibromo-3-chloropropane

1,2-Dibromoethane

1,2-Dichlorobenzene

1,4-Dichlorobenzene

trans-1,4-Dichloro-2-butene

1,1-Dichloroethane

1,2-Dichloroethane

1,1-Dichloroethene

cis-1,2-Dichloroethene

trans-1,2-Dichloroethene

1,2-Dichloropropane

cis-1,3-Dichloropropene

trans-1,3-Dichloropropene

Ethylbenzene

2-Hexanone

Iodomethane

4-Methyl-2-pentanone

Methylene chloride

Styrene

1,1,1,2-Tetrachloroethane 1,1,2,2-Tetrachloroethane

Tetrachloroethene

Toluene

1,1,1-Trichloroethane 1,1,2-Trichloroethane

Trichloroethene

Trichlorofluoromethane 1,2,3-Trichloropropane

Vinyl acetate Vinyl chloride Xylenes, total

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

REQUIRED GROUP 18 ANALYSIS

Analysis

Acetone Acrylonitrile Benzene

Bromochloromethane Bromodichloromethane

Bromoform
Bromomethane
2-Butanone
Carbon disulfide
Carbon tetrachloride
Chlorobenzene

Chloroform Chloromethane

Dibromochloromethane

Dibromomethane

1,2-Dibromo-3-chloropropane

1,2-Dibromoethane 1,2-Dichlorobenzene

1,3-Dichlorobenzene

1,4-Dichlorobenzene

trans-1,4-Dichloro-2-butene

Dichlorodifluoromethane

1,1-Dichloroethane

1,2-Dichloroethane

1,1-Dichloroethene

cis-1,2-Dichloroethene

trans-1,2-Dichloroethene

1,2-Dichloropropane

cis-1,3-Dichloropropene

trans-1,3-Dichloropropene

Ethylbenzene

2-Hexanone

Iodomethane

4-Methyl-2-pentanone Methylene chloride

Styrene

1,1,1,2-Tetrachloroethane 1,1,2,2-Tetrachloroethane

Tetrachloroethene

Toluene

1,1,1-Trichloroethane 1,1,2-Trichloroethane

Trichloroethene

Trichlorofluoromethane 1,2,3-Trichloropropane

Vinyl acetate Vinyl chloride Xylenes, total

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

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)

pН

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 Allyl chloride Benzene

Bromobenzene Bromochloromethane Bromodichloromethane

Bromoform
Bromomethane
2-Butanone
n-Butylbenzene
sec-Butylbenzene
tert-Butylbenzene
Carbon tetrachloride
Chlorobenzene

2-Chloroethyl vinyl ether

Chloroform
Chloromethane
2-Chlorotoluene
4-Chlorotoluene

Chloroethane

Dibromochloromethane

1,2-Dibromo-3-chloropropane

1,2-Dibromoethane
Dibromomethane
1,2-Dichlorobenzene
1,3-Dichlorobenzene
1,4-Dichlorobenzene
cis-1,4-Dichloro-2-butene
trans-1,4-Dichloro-2-butene
Dichlorodifluoromethane
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethene

cis-1,2-Dichloroethene trans-1,2-Dichloroethene

1,2-Dichloropropane

1,3-Dichloropropane 2,2-Dichloropropane 1,1-Dichloropropene cis-1,2-Dichloropropene trans-1,2-Dichloropropene

Ethylbenzene

Hexachlorobutadiene Isopropylbenzene 4-Isopropyltoluene Methylene chloride 4-Methyl-2-pentanone Methyl tert-butyl ether

Naphthalene n-Propylbenzene

Styrene

1,1,2-Tetrachloroethane 1,1,2,2-Tetrachloroethane

Tetrachloroethene

Toluene

1,2,3-Trichlorobenzene 1,2,4-Trichlorobenzene 1,1,1-Trichloroethane 1,1,2-Trichloroethane Trichloroethene

Trichlorofluoromethane 1,1,2-Trichlorotrifluoroethane

1,2,4-Trimethylbenzene 1,3,5-Trimethylbenzene

Vinyl chloride m & p-Xylenes o-Xylene Xylenes, Total

Determination	Abbreviation Used for Billing	Unit Price
Acidity	ACID	\$30
Alkalinity, Total	ALKA	\$15
Alkalinity, Bicarbonate	BICARB	\$15
Alkalinity, Carbonate	CARB	\$15
Aluminum, AA or ICP	Al	\$10
Ammonia, direct	NH_3	\$25
Ammonia, distilled	NH ₃ D	\$25
Antimony	Sb	\$10
Arsenic, AA or ICP	As	\$10
Arsenic, sediment	AsS	\$20
Asbestos	ASB	\$150
Bacteria, Total Plate Count	TPC	\$25
Barium, AA or ICP	Ba	\$10
Beryllium	Be	\$10
Bioassay	BIO	\$300
Bismuth	Bi	\$10
B.O.D., 5-day	BOD	\$35
Boron	В	\$10
Bromide	Br	\$15
Cadmium, AA or ICP	Cd	\$10
Cadmium, sediment	CdS	\$20
Calcium, EDTA	Ca	<u>\$10</u>

Determination	Abbreviation Used for Billing	Unit Price
Carbon dioxide, titrimetric	CO_2	\$30
Carbon dioxide, calculated if constituents kr	nown CO ₂ C	\$30
Chloride, mercuric nitrate method	Cl	\$20
Chlorine residual, DPD	CIR	\$20
Chlorine residual, iodimetric	CIRI	\$20
Chlorine demand, immediate	CID	\$20
Chromium, hexavalent	Cr (VI)	\$50
Chromium, total, AA or ICP	Cr	<u>\$10</u>
Chromium, total, sediment	CrS	\$20
Cobalt	Co	<u>\$10</u>
C.O.D.	COD	\$25
Coliform bacteria Total, low-level-5 tubes Total, multi-level-5 tubes, 3 dilutions	TCL S TCM	\$20 \$45
Fecal Coliform	FC	\$30
Color	COLOR	<u>\$15</u>
Conductivity	EC	\$15
Copper, AA or ICP	Cu	\$10
Copper, sediment	CuS	\$20
Cyanide, AgNO ₃ titration	CN	\$40
Cyanide, distillation & photometry	CND	\$50
Cyanide, sediment	CNS	\$50
Ethane	C_2H_6	\$100
Ethene	$\mathrm{C_2H_4}$	\$100

Determination	Abbreviation Used for Billing	Unit Price
Fecal streptococci	FS	\$100
Ferrous ion	Fe^{2+}	\$50
Fluoride	F	<u>\$15</u>
Hardness, EDTA	HARD	\$20
Humic acid	НА	<u>\$150</u>
Hydroxide	ОН	\$15
Iodide	I	\$45
Ion Balance	%	<u>\$15</u>
Iron, AA or ICP	Fe	\$10
Iron, sediment	FeS	\$20
Lead, AA or ICP	Pb	\$10
Lead, sediment	PbS	\$20
Lithium, AA or ICP	Li	<u>\$10</u>
Magnesium, AA or ICP	Mg	\$10
Manganese, AA or ICP	Mn	\$10
Methylene Blue Active Substances	MBAS	\$35
Mercury, AA or ICP	Hg	\$30
Mercury, Sediment	HgS	\$40
Methane	$\mathrm{CH_4}$	\$100
Molybdenum	Mo	\$10
Nickel, AA or ICP	Ni	\$10
Nitrate	NO_3	\$15
Nitrite	NO_2	<u>\$15</u>

Determination	Abbreviation Used for Billing	Unit Price
Nitrogen, total Kjeldahl (Ammonia & Organic total)	TKN	\$45
Odor	ODOR	\$20
Oil & Grease, Soxhlet	OGSEX	\$50
Oxidation Reduction Potential	ORP	\$35
Oxygen, dissolved	DO	\$35
Organic Acids, GLC	ORGA	\$150
Perchlorate	ClO_4	\$45
рН	pH	\$10
pH, sediment	pHS	<u>\$15</u>
Particle sizes, pipette method (including % sand, % silt, and % clay	y) PSIZE	\$100
Phenols	РОН	\$60
Phosphate, ortho	PO_4O	\$30
Phosphate, total	PO_4	\$30
Phosphate, sediment	PO_4S	\$40
Phosphorus, ortho	OP	\$30
Phosphorus, total	P	\$30
Potassium	K	<u>\$10</u>
Residue: Total nonfilterable	TNFR	\$25
Total filterable, dried at 180°C	TFR8	\$25
Total filterable, dried at 103-105°C	TRR5	\$25
Total volatile	TVR	\$25
Selenium, AA or ICP	Se	\$10

Determination	Abbreviation Used for Billing	Unit Price
Selenium, sediment	SeS	\$20
Silica	${ m SiO_2}$	\$10
Silver, AA or ICP	Ag	<u>\$10</u>
Sodium	Na	\$10
Strontium	Sr	<u>\$20</u>
Sulfate	SO_4	<u>\$15</u>
Sulfide, dissolved	SD	<u>\$15</u>
Sulfide, total	ST	\$30
Sulfite	SO_3	<u>\$15</u>
Sulfur, total	S	<u>\$50</u>
Sulfur, total (sediment)	STS	<u>\$60</u>
Tannin & Lignin	TL	\$150
Taste	TASTE	\$200
Temperature, degrees Celsius	$^{\mathrm{o}}\mathrm{C}$	<u>\$10</u>
Thallium	Tl	<u>\$10</u>
Tin, AA or ICP	Sn	<u>\$10</u>
Tin, sediment	SnS	<u>\$20</u>
Tungsten	W	<u>\$20</u>
Total Organic Carbon	TOC	\$60
Total Organic Halogens	TOX	<u>\$60</u>
Total Anions	TAn	\$10
Total Cations	TCat	\$10
Total Recoverable Petroleum Hydrocarbons	TRPH	\$50

Determination	Abbreviation Used for Billing	Unit Price
Total Petroleum Hydrocarbons	ТРН	\$45
TCDD, quantitative	TCDDQ	\$600
TCDD, screened	TCDDS	\$275
Turbidity	TURB	<u>\$15</u>
Vanadium	V	<u>\$10</u>
Zinc, AA or ICP	Zn	<u>\$10</u>
Zinc, sediment	ZnS	\$20
Strontium-90	Sr-90	\$200
Gross Alpha and Beta	GAB	\$100
Beta, millirem	Bmr	\$100
Uranium, total	U	\$150
Uranium, Activity	UACT	\$150
Tritium	3 H	\$100
Radium-226	Ra-226	\$120
Radium-226 Precision (+-)	Ra-226P	\$120
Radium-228	Ra-228	\$300

EXHIBIT C

FORMAT FOR ANALYTICAL SERVICES BILLINGS

(CONTRACTOR LETTERHEAD)

Dili to.	Junty of Orange		Datc		
OC Waste & Recycling		County P.O. No			
De	Department Contractor		Invoice No		
300 N. Flower Street, Suite 400		Name:			
Sa	Santa Ana, CA 92703		Sample Lab No		
CONTRACTOR	SAMPLE	ANALYSES	UNIT	TOTAL	
LAB NUMBER	NUMBER	PERFORMED	COST	COST	
Example:					
06-01-001	06-04-055	G21	\$50.00	\$200.00	

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.

Date

Bill to:

County of Orange