

**CONSULTANT AGREEMENT
ALPHA ANALYTICAL LABS, INC.**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and ALPHA ANALYTICAL LABS, INC. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2017, at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be potable water sampling and analysis as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$88,530.00. Total compensation under this Agreement shall not exceed eighty-eight thousand five hundred thirty dollars and shall be billed based on the rate and basis set forth in **Exhibit B**.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.
6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and

all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

- 7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.3. **Workers' Compensation Insurance and Employer's Liability.** CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. Endorsements. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability.

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. Workers Compensation.

The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VII" or better.

7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.** CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Alpha Analytical Labs, Inc.
6398 Dougherty Road, Suite 35
Dublin, CA 94568

Address of CITY is as follows:

Public Works Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY.

CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. **Defense and Indemnification.**

20.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

20.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

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25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Wilson
Print Name

Steve Rymer
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Alpha Analytical Labs, Inc.

City Attorney

By:

Renee Gurza
Print Name

Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date: _____

Date: _____

By:

Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: _____

EXHIBIT A SCOPE OF SERVICES

Alpha Analytical Labs, Inc., will provide laboratory services for potable water sampling and analysis, according to specifications, as provided by the City of Morgan Hill, for water testing. This includes any and all labor, materials, equipment, transportation, facilities and services for the sample collection, analysis, and report submittal. Water sampling will occur at 40 separate sampling stations and the 17 source wells located throughout the City's water production and distribution system.

Following the first quarter of testing, the City may ask the laboratory to composite some samples for individual organic tests following approved guidelines of the California State Department of Health Services.

The laboratory will be required to provide for extra samples to be taken as needed at the same unit price per month as quoted in the laboratory's proposal.

The City will also require proactive assistance from the laboratory in ensuring that the quality of the City's water is maintained. To this end, the City will ask the chosen lab to actively help the City interpret and follow any new regulations, communicate immediately with the City any time a sample exceeds State MCL, and meet periodically with City staff to resolve problems and provide advisement.

The firm will have staff available during normal business hours of the Utilities Division of 6:30 AM to 4:00 PM (Monday - Thursday) and 6:30 AM to 3:00 PM (Friday). The firm must also ensure that there is a person available on-call 24 hours per day, 7 days per week.

During its time of service to the City, the firm will maintain the appropriate license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

**EXHIBIT B-1
SCHEDULE OF COMPENSATION RATES**

FY15-16

LABORATORY SERVICES & PRICING

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard*)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	20	Total Coliform	20	10	10.00	10,400.00	AAL
TOTAL						10,400.00	

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard*)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	4	TTHM - Stage 2 (Dist. System)	80	50	40.00	640.00	AAL
Liquid	4	HAA5 (Distribution System)	150	94	75.00	1,200.00	AAL
Liquid	1	Nitrates	24	15	12.00	48.00	AAL
Liquid	2	Perchlorate	60	38	30.00	240.00	AAL
Liquid	4	Title 22: Regulated Volatile Organic Chemicals	120	75	60.00	960.00	AAL
Liquid	4	Title 22: Regulated Synthetic Organic Chemicals	NA	1038	830.00	13,280.00	AAL
TOTAL						16,368.00	

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard*)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	5	Title 22: Regulated Synthetic Organic Chemicals	NA	1038	830.00	8,300.00	AAL
TOTAL						8,300.00	

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard*)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	9	Title 22: General Mineral-General Physical	250	157	125.00	1,125.00	AAL
Liquid	9	Title 22: Inorganic Chemical	550	344	275.00	2,475.00	AAL
Liquid	9	Title 22: Regulated Volatile Organic Chemicals	120	75	60.00	540.00	AAL
	5	Title 22: Radiological	NA	480	240.00	1,200.00	Sub
	11	Nitrates	24	15	12.00	132.00	AAL
Liquid	30	Lead and Copper Rule	40	25	20.00	600.00	AAL
Liquid	25	Total Coliform (Special)	20	10	10.00	250.00	AAL
Liquid	25	WQ Investigation (Color, Odor, Turbidity, pH, TDS, EC, Sulfate, Fe, Mn, Cu	230	144	115.00	2,875.00	AAL
TOTAL						9,197.00	

***Weekly Pickup**
City preference is Mon-Wed. No additional charges will be allowed for any changes for Vendor's convenience.

SUBTOTAL FOR SAMPLES	44,265.00	
TRANSPORTATION* - Weekly Pickup at 100 Edes Ct.	Free	Day Monday
TOTAL FOR FY 15-16	44,265.00	

**EXHIBIT B-2
SCHEDULE OF COMPENSATION RATES**

FY16-17

LABORATORY SERVICES & PRICING

QUARTERLY TESTS

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	20	Total Coliform	20	10	10.00	10,400.00	
TOTAL						10,400.00	

QUARTERLY TESTS

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	4	TTHM - Stage 2 (Dist. System)	80	50	40	640.00	
Liquid	4	HAA5 (Distribution System)	150	94	75	1,200.00	
Liquid	1	Nitrates	24	15	12	48.00	
Liquid	2	Perchlorate	60	38	30	240.00	
Liquid	4	Title 22: Regulated Volatile Organic Chemicals	120	75	60	960.00	
Liquid	4	Title 22: Regulated Synthetic Organic Chemicals	NA	1038	830	13,280.00	
TOTAL						16,368.00	

SEMI-ANNUAL TESTS

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	5	Title 22: Regulated Synthetic Organic Chemicals	NA	1038	830	8,300.00	
TOTAL						8,300.00	

ANNUAL TESTS

Matrix	Qty	Analysis	Price per Sample (24 hr)	Price per Sample (5 day)	Price per Sample (Standard)	ANNUAL TOTAL PRICE (Standard)	Lab or Subcontract
Liquid	9	Title 22: General Mineral-General Physical	250	157	125	1,125.00	
Liquid	9	Title 22: Inorganic Chemical	550	344	275	2,475.00	
Liquid	9	Title 22: Regulated Volatile Organic Chemicals	120	75	60	540.00	
	5	Title 22: Radiological	NA	480	240	1,200.00	
	11	Nitrates	24	15	12	132.00	
Liquid	30	Lead and Copper Rule	40	25	20	600.00	
Liquid	25	Total Coliform (Special)	20	10	10	250.00	
Liquid	25	WQ Investigation (Color, Odor, Turbidity, pH, TDS, EC, Sulfate, Fe, Mn, Cu	230	144	115	2,875.00	
TOTAL						9,197.00	

***Weekly Pickup**

City preference is Mon-Wed. No additional charges will be allowed for any changes for Vendor's convenience.

SUBTOTAL FOR SAMPLES

44,265.00

TRANSPORTATION* - Weekly Pickup at 100 Edes Ct.

**Day:
Monday**

TOTAL FOR FY 16-17

44,265.00

EXHIBIT C
SCHEDULE OF PERFORMANCE

During the term of this agreement, Alpha Analytical Labs, Inc., will have staff available during normal business hours of the Utilities Division of 6:30 AM to 4:00 PM (Monday - Thursday) and 6:30 AM to 3:00 PM (Friday). The firm must also ensure that there is a person available on-call 24 hours per day, 7 days per week

Water sampling will occur at 40 separate sampling stations and the 17 source wells located throughout the City's water production and distribution system.

Following the first quarter of testing, the City may ask the laboratory to composite some samples for individual organic tests following approved guidelines of the California State Department of Health Services.

The laboratory will be required to provide for extra samples to be taken as needed at the same unit price per month as quoted in the laboratory's proposal.

The City will also require proactive assistance from the laboratory in ensuring that the quality of the City's water is maintained. To this end, the City will ask the chosen lab to actively help the City interpret and follow any new regulations, communicate immediately with the City any time a sample exceeds State MCL, and meet periodically with City staff to resolve problems and provide advisement.