

**AGREEMENT**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of December, 2016, between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("COUNTY"), and Moore Twining Associates, Inc., a California Corporation, 2527 Fresno Street, Fresno, CA 93721 ("CONTRACTOR").

**WITNESSETH**

WHEREAS, the COUNTY is required by federal, state and local regulations to collect and analyze water samples for the domestic water and wastewater treatment facilities it operates for special districts and other COUNTY facilities; and

WHEREAS, the COUNTY issued Request for Quotation (RFQ) No. 17-016 and one addendum for analytical testing services; and

WHEREAS, the CONTRACTOR submitted the lowest overall responsible bid for the analytical testing services requested in the RFQ; and

WHEREAS, the CONTRACTOR is qualified to perform and deliver the analytical testing services requested in the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the COUNTY and CONTRACTOR agree as follows:

**1. GENERAL PROVISIONS**

A. The COUNTY hereby contracts with the CONTRACTOR as an independent contractor to provide all services described under Section 3 herein.

B. The CONTRACTOR shall retain such other subcontractors as CONTRACTOR may require in order to assist in its completion of the work. All subcontractors used by CONTRACTOR shall be approved in writing by the COUNTY before they are retained by the CONTRACTOR, which approval shall not be unreasonably withheld. Should CONTRACTOR retain such subcontractors, compensation to be paid to CONTRACTOR under Section 7 shall not be increased.

C. The CONTRACTOR's services shall be performed as expeditiously as is consistent with the professional skill and orderly progress of the work.

D. The contact person for the CONTRACTOR shall be:

Name: Juliane Adams, Laboratory Director

Phone: (559) 268-7021

Fax: (559) 268-7126

E-mail: julia@mooretwinning.com.

**2. DESCRIPTION OF THE WORK COVERED BY THIS AGREEMENT**

The CONTRACTOR shall provide all services (including but not limited to labor, materials, equipment, transmittal postage and shipping costs) to perform analytical testing of water and wastewater samples or other types of samples and reporting through email transmission, website posting and written reports of test results as further described in Section 3. The cost per sample for the various types of samples is listed in Exhibit A, attached hereto and incorporated herein by this reference.

**3. OBLIGATIONS OF THE CONTRACTOR**

The CONTRACTOR shall provide the following services hereunder:

A. Provide sample containers with stabilizer reagents, as appropriate, and container labels, cooler boxes, cold packs (blue ice) to COUNTY as needed, at no additional charge.

B. Maintain a laboratory or secure drop-off facility within the Fresno / Clovis metropolitan area, to which samples may be delivered.

C. Receive and process for analytical testing water and wastewater samples, appropriately documented by Chain of Custody / Analysis Work Orders. An example of the Chain of Custody / Analysis Request Form is attached hereto as Exhibit B and incorporated herein by this reference.

D. Prepare analytical reports in accordance with the following:

1) Digital excel and hard copy Spreadsheet containing the Contaminant List and List of Constituents referenced in Consumer Confidence Reports (CCR). Reports shall include a cover page indicating the District or County Facility from which the test samples originated, the date the samples were analyzed, a title page, and a list of the test

1 results.

2                               2) All revised reports must be accompanied by a cover letter explaining  
3 why the report was revised and must include all the information that was changed as a result  
4 of the revision.

5                               E. Comply with all requirements of California Code of Regulations (CCR),  
6 Title 22 ([http://www.waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/Lawbook.shtml](http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Lawbook.shtml))  
7 related to laboratories providing analytical results for drinking water. This includes, but is not  
8 limited to, notifying the water supplier (County) within 24 hours whenever the level of nitrate in  
9 a single sample exceeds the maximum contaminant level (MCL), and shall ensure that a  
10 contact person is available to receive the analytical results 24 hours a day (see Title 22 CCR  
11 Section 64432.1).

12                              F. Transmit / Deliver reports to the regulatory agencies and responsible  
13 departments, in the appropriate format and media as herein specified, within fifteen (15)  
14 working days of receiving samples from the County. Working days shall be defined as  
15 Monday through Friday, excluding legal holidays observed by the COUNTY. Test results will  
16 be transmitted to the following agencies, via internet, email and hard copy, as follows:

17                              1) Water Testing Results

18                              a. Shall be posted by the CONTRACTOR on the State Water  
19 Resources Control Board (SWRCB), Division of Drinking Water (DDW) internet clearinghouse  
20 website within fifteen (15) working days of receiving samples from the County.

21                              b. The CONTRACTOR shall provide to the County of Fresno  
22 Department of Public Works and Planning, at [SpecialDistrictsAdm@co.fresno.ca.us](mailto:SpecialDistrictsAdm@co.fresno.ca.us), email  
23 copies of all test results submitted by the CONTRACTOR to the SWRCB.

24                              c. The CONTRACTOR must notify the County Special Districts Water  
25 System Operator by phone within four (4) hours, if any test result is positive (a "hot sample"),  
26 or if immediate action is otherwise required by any applicable State or Federal laws.

27                              2) Wastewater Test Results

28                              a. Shall be posted by the CONTRACTOR on the Regional Water

1 Quality Control Board (RWQCB) internet clearinghouse website within fifteen (15) working  
2 days of receiving samples from the County.

3                   b. The CONTRACTOR shall provide to the County of Fresno  
4 Department of Public Works and Planning, at to [SpecialDistrictsAdm@co.fresno.ca.us](mailto:SpecialDistrictsAdm@co.fresno.ca.us), email  
5 copies of test results submitted by the CONTRACTOR to the RWQCB.

6                   G. The CONTRACTOR's reporting of test results must be formatted to a  
7 Contaminant List that is consistent with the COUNTY's current software program. Testing  
8 Lab may need to coordinate with COUNTY's software vendor to insure accurate downloads.  
9 In addition to the above transmittals, the COUNTY shall be provided by CONTRACTOR with  
10 each of the following:

11                   1) An annual utilization review report in Excel format, by special district,  
12 transmitted by email and hardcopy.

13                   2) A report of contaminant levels for each special district for each  
14 constituent required by the State of California in order to comply with CCR requirements.

15                   H. If a special district or the COUNTY is fined, or fees are imposed by the  
16 SWRCB/DDW or RWQCB for failing to provide analysis reports through electronic filings  
17 within the required time or filing a report that has an error or omission, the CONTRACTOR  
18 shall be responsible to reimburse the special district or COUNTY for all such damages  
19 incurred for payment of such fines and/or fees, to the extent attributable to the deficient  
20 performance of the CONTRACTOR or its agents.

21                   I. In the event the CONTRACTOR fails to transmit any reports within the  
22 required time to the SWRCB/DDW or RWQCB and this results in the SWRCB/DDW or  
23 CRWQCB requiring the COUNTY to send letters to special district consumers, or publish a  
24 notice in a publication of general circulation, CONTRACTOR shall reimburse the COUNTY for  
25 all of the COUNTY's costs, including but not limited to COUNTY staff costs, paper, envelopes,  
26 stamps, travel expenses, and facsimile costs. To recover such costs, the COUNTY may  
27 invoice the CONTRACTOR separately, or may deduct such costs from the payment to the  
28 CONTRACTOR for services.

J. In the event sample analyses are not completed due to laboratory error, the CONTRACTOR shall pay all COUNTY costs associated with resampling, including but not limited to COUNTY staff costs and all materials required to collect the affected sample(s). CONTRACTOR agrees to perform the necessary analysis for any replacement sample(s) required as a result of laboratory error, at no cost to the COUNTY.

K. In the event the COUNTY is unable to perform sample collection based on the CONTRACTOR's inability to supply necessary materials upon request, CONTRACTOR shall pay all analytical costs the COUNTY incurs for services provided by a third party laboratory until such time as the required materials are available from the CONTRACTOR. Payment for the services of said third party laboratory shall be made directly by CONTRACTOR to the third party laboratory.

**4. OBLIGATIONS OF THE COUNTY**

A. COUNTY shall compensate the CONTRACTOR as provided in this Agreement.

B. COUNTY shall provide a "COUNTY Representative," who will represent the COUNTY as provided in this agreement and coordinate with the CONTRACTOR as appropriate in order to facilitate the CONTRACTOR's performance of its obligations under this Agreement. The COUNTY Representative will be the COUNTY Director of the Department of Public Works and Planning or his or her designee. The CONTRACTOR shall communicate and coordinate with the COUNTY Representative who will provide the following services:

1) Examine documents submitted to the COUNTY by the CONTRACTOR and timely render decisions pertaining thereto; and

2) Provide communication between the CONTRACTOR and COUNTY officials and commissions.

C. COUNTY Representative shall give consideration to all matters submitted for approval by the CONTRACTOR in a manner that advances the mutual intent of the COUNTY and the CONTRACTOR to avoid any substantial delays in the CONTRACTOR's program of work.

D. COUNTY shall provide the CONTRACTOR's laboratory with the sample

collection schedule and any revisions made to the schedule during the term of the Agreement.

E. COUNTY may deliver samples to the CONTRACTOR's laboratory at COUNTY's expense when the laboratory is located within the Fresno/Clovis metropolitan area. Due to County work schedules, sample delivery to the CONTRACTOR's laboratory will normally occur from mid to late afternoon. CONTRACTOR shall be prepared to handle samples that may have a limited hold time.

C. COUNTY may request CONTRACTOR to collect water and wastewater samples from the special districts or facilities at an additional quoted cost of \$65 per hour.

## **5. TERM**

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2017, through and including December 31, 2019.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both COUNTY and that CONTRACTOR, no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Works and Planning, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on the CONTRACTOR's satisfactory performance.

## **6. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by the COUNTY giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement as to any CONTRACTOR in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of a CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of each CONTRACTOR the repayment to the COUNTY of any funds disbursed to that CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by the COUNTY upon giving thirty (30) days advance written notice of an intention to terminate the CONTRACTOR.

## **7. COMPENSATION**

A. The CONTRACTOR's compensation shall be derived from the quotations for tests and collection services provided in Exhibit "A". The quotations shall remain in effect for the duration of the Agreement.

B. In no event shall compensation paid by the COUNTY for services performed under this Agreement exceed the maximum annual amount of \$150,000.00. The total maximum cumulative amount payable for the services to be provided under this agreement, including the initial three-year term and the two potential one-year renewal periods, shall not exceed \$750,000.00. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

## **8. INVOICING AND PAYMENT**

### **A. Invoicing**

Once a month progress payments will be made by the COUNTY upon receipt and approval of the CONTRACTOR's invoices. CONTRACTOR shall submit invoices in duplicate with delivery of analytical reports to the County of Fresno, Department of Public Works and

1 Planning and invoices shall clearly identify the Special District, County facility or project name and  
2 the type of test(s) or service(s) provided. Invoices shall be submitted to:

3 Fresno County Department of Public Works and Planning  
4 Resources Division, Special Districts Section  
5 2220 Tulare Street, Sixth Floor  
6 Fresno, CA 93721-2106  
7

8 **B. Payment**

9 1) COUNTY shall pay the CONTRACTOR within forty-five (45) days  
10 after receipt and verification of the accuracy and sufficiency of the CONTRACTOR's invoice(s).  
11 In the event that a submitted invoice contains any errors or is otherwise determined to be  
12 insufficient, the COUNTY will request that corrections be made and a revised invoice shall be  
13 resubmitted by CONTRACTOR. The CONTRACTOR understands that the 45-day time frame  
14 shall commence only upon receipt and verification that a sufficient invoice has been submitted.

15 2) As more thoroughly specified in Article III, if any deficiency in the  
16 performance and responsibilities of CONTRACTOR or its agents causes imposition of a fine or  
17 penalty against any special district or the COUNTY, or results in the COUNTY being required to  
18 issue notices for which the COUNTY incurs costs, the COUNTY shall have the right to deduct  
19 the full amount of such fines, penalties, or costs from any payment otherwise due to the  
20 CONTRACTOR.

21 3) It is understood that all expenses incidental to CONTRACTOR's  
22 performance of services under this Agreement shall be borne by CONTRACTOR.

23 **9. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties and obligations assumed by CONTRACTOR  
25 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any  
26 and all of the CONTRACTOR's officers, agents, and employees will at all times be acting and  
27 performing as an independent contractor, and shall act in an independent capacity and not as an  
28 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.



Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **10. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

#### **11. NON-ASSIGNMENT**

Neither party shall assign, transfer or sub-contract this Agreement, or any of its rights or duties under this Agreement, without the prior written consent of the other party.

#### **12. HOLD HARMLESS**

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and

losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

**13. INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the Agreement:

**A. Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

**B. Automobile Liability**

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

**C. Professional Liability**

If the CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

**D. Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the

1 California Labor Code.

2           The CONTRACTOR shall obtain endorsements to the Commercial General  
3 Liability insurance naming the County of Fresno, its officers, agents, and employees, individually  
4 and collectively, as additional insured, but only insofar as the operations under this Agreement are  
5 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
6 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall  
7 be excess only and not contributing with insurance provided under the CONTRACTOR's policies  
8 herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days  
9 advance written notice given to the COUNTY.

10           Within thirty (30) days from the date CONTRACTOR signs and executes this  
11 Agreement, the CONTRACTOR shall provide certificates of insurance and endorsement as stated  
12 above for all of the foregoing policies, as required herein, to the County of Fresno, Department of  
13 Public Works and Planning, Resources Division, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, California  
14 93721, Attn: Special Districts Section, stating that all such types of insurance coverage have been  
15 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not  
16 be responsible for any premiums on the policies; that such Commercial General Liability insurance  
17 names the County of Fresno, its officers, agents and employees, individually and collectively, as  
18 additional insured, but only insofar as the operations under this Agreement are concerned; that  
19 such coverage for additional insured shall apply as primary insurance and any other insurance, or  
20 self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess  
21 only and not contributing with insurance provided under the CONTRACTOR's policies required by  
22 this Agreement; and that this insurance shall not be cancelled or changed without a minimum of  
23 thirty (30) days advance, written notice given to the COUNTY.

24           In the event the CONTRACTOR fails to keep in effect at all times insurance  
25 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
26 suspend or terminate this Agreement upon the occurrence of such event.

27           All policies shall be issued by admitted insurers licensed to do business in the  
28 State of California, and such insurance shall be purchased from companies possessing a current

A.M. Best, Inc. rating of A FSC VII or better.

#### **14. AUDITS AND INSPECTIONS**

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

#### **15. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

<u>COUNTY OF FRESNO</u>	<u>CONTRACTOR(S)</u>
Special Districts Administrator	Juliane Adams, Laboratory Director
Department of Public Works and Planning	Moore Twining Associates, Inc.
2220 Tulare Street, 6 <sup>th</sup> Floor	2527 Fresno Street
Fresno, CA 93721	Fresno, CA 93721

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such

transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**16. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**17. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while the CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C to this Agreement, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**18. SEVERABILITY**

Should any provision of this Agreement be found or deemed to be invalid by a court of competent jurisdiction, this Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and

effect, and to this end the provision of this Agreement are hereby declared to be severable.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date  
2 set forth above.

3 MOORE TWINING ASSOCIATES, INC.

COUNTY OF FRESNO

4  
5  
6 BY: Juliane Adams  
7 Juliane Adams,  
8 Director of Analytical Chemistry

Ernest Buddy Mendes  
Ernest Buddy Mendes, Chairman  
Board of Supervisors

9 REVIEWED AND RECOMMENDED  
10 FOR APPROVAL

ATTEST:  
Bernice E. Seidel, Clerk  
Board of Supervisors

11  
12 By: Steven E. White Director  
13 Department of Public Works and  
14 Planning

By: Bernice E. Seidel  
Deputy

15  
16 APPROVED AS TO LEGAL FORM  
17 Daniel C. Cederborg  
18 County Counsel

19 By: Michael E. White  
Deputy

**FOR ACCOUNTING USE ONLY:**

Various Orgs

Orgs 9140, 9141, 9145, 9150, 9250, 9154,  
9163, 9170, 9171, 9166, 9172, 9322, 9320,  
9181, 9255, 9254, 9212, 9301, 9244, 9246,  
9247, 9310, 9249, 9357, 9358, 9360, 9361,  
9351, 9362, 9026

Account: 7295

20  
21 APPROVED AS TO ACCOUNTING  
22 FORM

23 Oscar J. Garcia C.P.A  
24 Auditor-Controller/ Treasurer-Tax  
Collector

25 By: Oscar J. Garcia  
26 Deputy  
27  
28

**ANALYTICAL TEST SERVICE COST PER SAMPLE**

Description	Price Per Test
<b>Complete Title 22</b>	\$1,000.00
<b>Coliform Bacteria:</b>	
Total Coliform Presence/Absence	\$15.00
1x10 Total Coliform	\$18.00
3x5 Total Coliform	\$18.00
Fecal Coliform	\$7.00
E. Coli	\$7.00
Heterotrophic Plate Count	\$15.00
Biological Oxygen Demand	\$20.00
<b>Complete Primary Inorganics</b>	\$100.00
<b>Section 64432</b>	
<b>Individual Primary Inorganics:</b>	
Aluminum	\$5.00
Antimony	\$5.00
Arsenic	\$8.00
Barium	\$5.00
Beryllium	\$5.00
Cadmium	\$5.00
Chromium	\$5.00
Cyanide	\$10.00
Fluoride	\$5.00
Mercury	\$14.00
Nickel	\$5.00
Selenium	\$5.00
Thallium	\$5.00
Lead	\$8.00
Asbestos	\$50.00
Nitrate (as NO3)	\$10.00
Nitrite (as nitrogen)	\$10.00
<b>Complete Secondary Standards (Table 64449-A)</b>	\$25.00
<b>Individual Secondary Standards:</b>	
Aluminum	\$5.00
Color	\$5.00
Copper	\$8.00
Corrosivity	\$10.00
Foaming Agents	\$15.00
Iron	\$8.00
Manganese	\$8.00
Methyl-tert-butyl-ether (MTBE)	\$45.00
Odor	\$5.00
Silver	\$5.00



Thiobencarb	\$45.00
Turbidity	\$5.00
Zinc	\$5.00
<b>Complete Secondary Standards Table 64449-B</b>	\$10.00
<b>Individual Secondary Standards:</b>	
TDS	\$10.00
Specific Conductance	\$5.00
Chloride	\$5.00
Sulfate	\$5.00
<b>Complete General Minerals Section 64449</b>	\$75.00
<b>Individual General Minerals:</b>	
Bicarbonate	\$3.00
Carbonate	\$3.00
Hydroxide Alkalinity	\$3.00
Calcium	\$5.00
Magnesium	\$5.00
Sodium	\$5.00
Hardness	\$20.00
pH	\$10.00
<b>Complete Radioactivity Section 64441</b>	\$50.00
<b>Individual Radioactivity:</b>	
Gross Alpha	\$80.00
Radium 226 + 228	\$25.00
Uranium	\$25.00
<b>Complete VOC – Table 64444-A</b>	\$120.00
<b>Individual VOC:</b>	
Benzene	\$1.00
Carbon Tetrachloride	\$1.00
1,2-Dichlorobenzene	\$1.00
1,4-Dichlorobenzene	\$1.00
1,1-Dichloroethane	\$1.00
1,2-Dichloroethane	\$1.00
1,1-Dichloroethylene	\$1.00
cis-1,2-Dichloroethylene	\$1.00
trans-1,2-Dichloroethylene	\$1.00
Dichloromethane	\$1.00
1,2-Dichloropropane	\$1.00
1,3-Dichloropropene	\$1.00
Ethylbenzene	\$1.00
Methyl-tert-butyl ether (MTBE)	\$45.00
Monochlorobenzene	\$1.00
Styrene	\$1.00
1,1,2,2-Tetrachloroethane	\$1.00
Tetrachloroethylene (TCE)	\$1.00

Toluene	\$1.00
1,2,4-Trichlorobenzene	\$1.00
1,1,1-Trichloroethane	\$1.00
1,1,2-Trichloroethane	\$1.00
Trichloroethylene (TCE)	\$1.00
Trichlorofluoromethane	\$1.00
1,1,2-Trichloro-1,2,2-	\$1.00
Vinyl Chloride	\$1.00
Xylenes (total)	\$1.00
<b>Complete SOC Table 64444-A (b)</b>	<b>\$150.00</b>
<b>Individual SOC:</b>	
Alachlor	\$35.00
Atrazine	\$35.00
Bentazon	\$1.00
Benzo(a)pyrene	\$1.00
Carbofuran	\$1.00
Chlordane	\$1.00
2,4-D	\$1.00
Dalapon	\$1.00
Bibromochloropropane (DBCP)	\$30.00
Di(2-ethylhexyl)adipate	\$1.00
DI(2-ethylhexyl)phthalate	\$1.00
Dinoseb	\$1.00
Diquat	\$90.00
Endothall	\$120.00
Endrin	\$1.00
Ethylene Dibromide (EDB)	\$30.00
Glyphosphate	\$90.00
Heptachlor	\$1.00
Heptachlor Epoxide	\$1.00
Hexachlorocyclopentadiene	\$1.00
Lindane	\$1.00
Methoxychlor	\$1.00
Molinate	\$1.00
Oxamyl	\$1.00
Pentachlorophenol	\$1.00
Picloram	\$1.00
Polychlorinated Biphenyls	\$1.00
Simazine	\$35.00
Thiobencarb	\$35.00
Toxaphene	\$1.00
2,3,7,8-TCDD (Dioxin)	\$200.00
2,4,5-TP (Silvex)	\$1.00
<b>Complete Unregulated Chemicals</b>	<b>\$25.00</b>

Individual Unregulated Chemicals:	
Boron	\$5.00
Chromium VI	\$90.00
Dichlorodifluoromethane (Freon 12)	\$1.00
Ethyl Tert-Butyl Ether (ETBE)	\$1.00
Perchlorate	\$90.00
Tert-Amyl Methyl Ether (TAME)	\$1.00
Tert-Butyl Alcohol (TBA)	\$1.00
1,2,3-Thrichloropropane (TCP)	\$80.00
Vanadium	\$5.00
B.O.D.	\$20.00
Nitrate	\$10.00
Ammonia	\$18.00
Sulfates	\$8.00
Total Coliform	\$18.00
Choriform	\$1.00
Total Suspended Solids	\$8.00
Settable Matter	\$8.00
Standard Minerals	\$1.00
Total Nitrogen	\$35.00



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**REPORTING:**

ANALYSIS REQUESTED☐ ON ICE    ☐ AMBIENT TEMP.    ☐ INCORRECT PRESERVATION

**COMPANY**

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a corporation's board of directors of the Consultant, must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### **INSTRUCTIONS**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	