

STAFF REPORT

DATE: June 21, 2011

TO: City Council

FROM: Robert A. Clarke, Interim Public Works Director
Dianna Jensen, Principal Civil Engineer
Marie Graham, Utility Program Coordinator

SUBJECT: Approval of Professional Services from BSK Associates for Drinking Water Analysis for Fiscal Year 2011-2012

Recommendation

Approve the attached resolution which authorizes the City Manager to execute the consultant agreement with BSK Associates for chemical analysis of source and treated water.

Fiscal Impact

The estimated cost of \$35,000 will come from the Water Production program (7522) and has been budgeted for fiscal year 2011-2012.

City Council Goals

The execution of this consultant agreement with BSK will contribute to the following Council Two-Year Strategic Goals:

- Fiscal Stability – The cost for these services is competitive and allows us to stay within our anticipated budget.
- Sustainability – Data is delivered through electronic data transfers.
- Community Strength and Effectiveness – BSK will provide efficient and effective customer service and service delivery.

Background and Analysis

The City of Davis is required by law to monitor its source water and treated water for Title 22 compliance as mandated by the California Code of Regulations. This monitoring assures our residents that the City is delivering drinking water that meets all State and Federal requirements.

City staff solicited Requests for Qualifications from three analytical labs. Two laboratories responded and each Statement of Qualifications was reviewed by city staff. Both laboratories met the minimum requirements for providing analytical analysis as required by the State. The next criteria considered was customer service. BSK Associates offered services over and above the other laboratory's services that included a 24/7 emergency contact person and sample pick-up on weekends if necessary in order to accommodate the City. After reviewing the price quote list, staff is recommending to contract with BSK Associates for all necessary drinking water analysis during the next fiscal year.

Attachments

1. Resolution
2. Consultant Agreement (copy)

RESOLUTION NO. 11-XXX, SERIES 2011

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE LABORATORY AGREEMENT
WITH BSK ANALYTICAL LABORATORIES
FOR DRINKING WATER ANALYSIS**

BE IT RESOLVED by the City Council of the City of Davis that the city manager is hereby authorized to execute a laboratory agreement by and between the City of Davis, a Municipal Corporation, and BSK Analytical Laboratories, for Drinking Water Monitoring , Program No. 7522; and

BE IT FURTHER RESOLVED that all terms, conditions, and covenants of said agreement be, and the same are, hereby approved, ratified, and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis on this 21st day of June, 2011 by the following vote:

AYES:

NOES:

Joseph F. Krovoza
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

Laboratory Agreement
[BSK Associates]

**Drinking Water Monitoring
Program No. 7522**

This Agreement, made and entered into on this 21st day of June, 2011, by and between the City of Davis, a Municipal Corporation of the State of California, hereinafter referred to as “City,” and **BSK Associates**, located at 1414 Stanislaus Street, Fresno, CA 93706, hereinafter referred to as “**Laboratory**.”

Witnesseth:

Whereas, City desires to retain certain professional services for **Drinking Water Monitoring, Program No. 7522**; and

Whereas, City desires to engage **Laboratory** to provide these services by reason of its qualifications and experience for performing such services, and **Laboratory** has offered to provide the required services on the terms and in the manner set forth herein.

Now, Therefore, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **Definition**

- a) The word “City” as used in this **Agreement** shall mean and include all the territory lying within the municipal boundaries of the City of Davis, California, as presently existing, plus all territory which may be added thereto during the term of this **Agreement** by annexation or otherwise.
- b) The term “City Manager” shall mean the duly appointed City Manager of the City of Davis, California, or a designated representative.
- c) The term “City Attorney” shall mean the duly appointed City Attorney of the City of Davis, California, or a designated representative.
- d) The term “City Clerk” shall mean the duly appointed City Clerk of the City of Davis, California, or a designated representative.

2. **Project Coordination**

- a. **City.** The City Manager shall be representative of **City** for all purposes under this **Agreement**. Marie Graham is hereby designated as the **Project Manager** for the City Manager, and the **Project Manager** shall supervise the progress and execution of this **Agreement**.

- b. **Laboratory.** **Laboratory** shall assign a single **Project Manager** to have overall responsibility for the progress and execution of this **Agreement** for **Laboratory**. Pam Cooper is hereby designated as the **Project Manager** for **Laboratory**. Should circumstances or conditions subsequent to the execution of this **Agreement** require a substitute **Project Manager** for any reason, the **Project Manager** substitution shall be subject to the prior written acceptance and approval of the **City's Project Manager**.

3. **Duties of Laboratory.**

- a. **Services to be Furnished.** **Laboratory** shall provide all specified services as set forth in the specific Scope of Work contained in Attachment "A" to this **Agreement**, and is incorporated herein by this reference. The **Laboratory** shall provide professional design services to complete the tasks described in Attachment "A" and any amendments thereto. The Scope of Work may be amended during the application of this **Agreement**.
- b. **Laboratory** costs incurred to negotiate an **Agreement** with the **City** shall be included in overhead as part of the multiplier.
- c. **Ownership and Control of Proprietary Rights.** **Laboratory** agrees that **City** shall be the sole and exclusive owner of all information, data, and other intellectual property or proprietary rights, if any, created by **Laboratory**, individually, or jointly with others, in connection with this **Agreement** (collectively "**Proprietary Rights**"). **Laboratory** agrees to notify **City** of the creation of any **Proprietary Rights**.

If any instruments of assignment or transfers are necessary to vest sole ownership of any Proprietary Rights in City, Laboratory hereby assigns and transfers, and agrees to assign and transfer to City or City's nominees, successors, or assigns, all of Laboratory's right, title and interest in and to any and all Proprietary Rights. Laboratory agrees to execute, deliver or record any additional documents as City may reasonably request to transfer, quitclaim, or confirm sole ownership of all right, title, and interest in and to the Proprietary Rights in or to City or City's nominees, successors, or assigns. If a work created by Laboratory in connection with this Agreement could qualify as a "work made for hire" under United States copyright laws, then Laboratory and City hereby agree that the work is intended as and shall be a "work made for hire," and City shall be considered the "author" thereof for copyright purposes.

Proprietary Rights created under this **Agreement** shall not be made available to any individual or organization by **Laboratory** or its sub laboratories, if any, without the prior written approval of the City Manager.

- d. **Copies of Reports and Information.** If **City** requests additional copies of reports, test methods, reporting limits, or any other material which **Laboratory** is required to furnish in limited quantities as part of the services under this **Agreement**, **Laboratory** shall provide such additional copies as are requested, and **City** shall compensate **Laboratory** for the costs of duplicating of such copies at **Laboratory's** cost.

Electronic methods of sharing reports, documents, information, messages, etc., such as via internet shall be utilized to the extent possible to minimize extraneous copies, reimbursable expenses, and also to meet the intent of Appendix "D." **City** shall specify document format for the project to ensure compatibility, efficiency, and minimize software translation and/or transmission error.

1. Word Processor Documents - MS Word 2002
 2. Spreadsheets - MS Excel 2002
- e. **Electronic Copies.** **Laboratory** agrees that any and all reports, raw data or any other results required to be produced by **Laboratory** under the terms of this **Agreement** shall also be made available to **City**, as part of the **Laboratory's** responsibilities under this **Agreement**, in the electronic or digital form used to prepare the report, raw data, or other report electronic deliverables (EDD).
- f. **Use of Recycled Paper Products.** All paper used for reports that are required to be submitted under this **Agreement** shall be produced on recycled paper conforming to the minimum content standards as contained in Attachment "D," "Definitions and Minimum Content Standards for Recycled Paper Products," and is incorporated herein by the reference. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.
- g. **Qualifications of Laboratory.** **Laboratory** represents that it is qualified to furnish the laboratory services described under this **Agreement**. As evidence thereof, **Laboratory** shall submit copies of Environmental Laboratory Accreditation Program (ELAP) certifications for its own and any subcontracted laboratories. All analytical methods performed by each laboratory, and its subcontractors, shall be in accordance with 40 CFR, Part 136.
4. **Compensation and Invoicing.**
- a. The fee for this **Agreement** shall be at costs indicated on Attachment B-1, Rates, attached to the **Agreement** with a maximum not-to-exceed amount of \$35,000. Payment shall be made by the **City** pursuant to the **City's** vendor schedule.
5. **Duties of City.**
- City** shall provide all specified samples, custody documents, requested data, records or similar information as described in the Scope of Work contained in Attachment "A" to the **Agreement** or subsequently requested by the **Laboratory**. This requirement is applicable to only such data, reports, records or similar information as may be in the possession of **City**.

6. **Material and Resources Furnished by City**
 - a. Staff time to assist **Laboratory** in work to be conducted under Scope of Work.

7. **Term.** This **Agreement** shall commence on the date first written above and shall continue in full force and effect for twelve (12) months. The City has the option of extending the contract for up to two (2) consecutive twelve (12) month periods after a yearly performance review and mutual agreement of current cost of laboratory analysis. **Laboratory** shall begin work upon receipt of written authorization and shall proceed with due diligence to complete their work in as timely a fashion as is practical.

8. **Temporary Suspension**
 - a. The City Manager shall have the authority to suspend this **Agreement**, wholly or in part, for such period as the City Manager deems necessary due to unfavorable conditions or to the failure on the part of **Laboratory** to perform any provision of this **Agreement**.
 - b. In the event suspension exceeds 90 days, the terms are subject to renegotiation.

9. **Extension of Term.**
 - a. In the event that the services called for under this **Agreement** are not completed within the time specified above, the City Manager shall have the option to extend the time for completion. This paragraph does not preclude the recovery of damages for delay by either party.

10. **Suspension; Termination.**
 - a. **Right to Suspend or Terminate.** If **Laboratory** should be adjudged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, or in a Termination for Convenience (see below), or if it or any of its sub-laboratories, if any, should violate any provision of this **Agreement**, the City Manager may serve written notice on **Laboratory** or its surety, if any, of **City's** intention to suspend or terminate this **Agreement**. Such notice shall contain the reason or reasons for such suspension or termination. Unless, within 10 days after the service of such notice, **Laboratory** makes arrangements satisfactory to the City Manager to correct the condition or conditions giving rise to the notice of suspension or termination, the suspension or termination shall take immediate effect, and **Laboratory** shall immediately discontinue its performance under this **Agreement**
 - b. **Termination for Convenience.** **City** reserves the absolute right to terminate this **Agreement**. In the event of termination without cause, **Laboratory** shall be entitled to payment in an amount not to exceed the Contract price which shall be calculated as follows: 1) **Laboratory's** cost for that part of the Work actually completed by **Laboratory** and accepted by **City**; plus 2) Other reasonable costs actually incurred by **Laboratory** and accepted by **City** in connection with the termination. There shall be deducted from such sums as provided in this section the amount of any payments made to **Laboratory** prior to the date of termination of this **Agreement**. **Laboratory**

shall not be entitled to any claim or lien against **City** for additional compensation or damages in the event of such termination and payment.

If this **Agreement** is terminated by **City** for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under this section, and **Laboratory** shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

- c. **Payment.** Upon such suspension or termination, **Laboratory** shall be paid for all services actually rendered to **City** to the date of such suspension or termination; provided, however, if this **Agreement** is suspended or terminated for fault of **Laboratory**, **City** shall be obligated to compensate **Laboratory** only for that portion of **Laboratory's** services which are of benefit to **City**.
- d. **Return of Materials.** Upon such suspension or termination, **Laboratory** shall turn over to the City Manager computations, and other data, whether or not completed, prepared by **Laboratory** or its sublaboratories, if any, in connection with this **Agreement**. Such materials shall become the permanent property of **City**. **Laboratory**, however, shall not be liable for **City's** use of incomplete materials or for **City's** use of complete documents if used for other than the project contemplated by this **Agreement**.

11. **Inspection.**

Laboratory shall furnish **City** with every reasonable opportunity for **City** to ascertain that the services of **Laboratory** are being performed in accordance with the requirements and intentions of this **Agreement**. All work done and all materials furnished, if any, shall be subject to the **Project Manager's** inspection and approval. The inspection of such work shall not relieve **Laboratory** of any of its obligations to fulfill its **Agreement** as prescribed.

12. **Independent Judgment.**

Failure of **City** to agree with **Laboratory's** independent findings, conclusions or recommendations, if the same are called for under this **Agreement**, on the basis of differences in matters of judgment shall not be construed as a failure on the part of **Laboratory** to meet the requirements of this **Agreement**.

13. **Assignment; Sub-laboratories; Employees**

- a. **Assignment.** Both parties shall give their personal attention to the faithful performance of this **Agreement** and shall not assign, transfer, convey, or otherwise dispose of this **Agreement** or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party, and then only subject to such terms and conditions as the other party may consent to any subsequent assignment. Any assignment without such approval shall be void, and, at the option of the other party, shall terminate this **Agreement** and any license or privilege granted herein. This **Agreement** and any interest herein shall not be assignable by operation of law without the prior written consent of the other party.

- b. **Sub-laboratories; Employees.** **Laboratory** shall be responsible for employing or engaging all persons necessary to perform the services of **Laboratory** hereunder. No sub-laboratory of **Laboratory** will be recognized by **City** as such; rather, all sub-laboratories are deemed to be employees of **Laboratory**, and it agrees to be responsible for their performance. **Laboratory** shall give its personal attention to the fulfillment of the provisions of this **Agreement** by all of its employees and sub-laboratories, if any, and shall keep the work under its control. If any employee or sub-laboratory of **Laboratory** fails or refuses to carry out the provisions of this **Agreement** or appears to be incompetent or to act in a disorderly or improper manner, **Laboratory** shall be discharged immediately from the work under this **Agreement** on demand of the **Project Manager**.

14. **Notices.**

All notices hereunder shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To **City**: Marie Graham, Project Manager
Public Works Department
City of Davis
23 Russell Boulevard
Davis, California 95616-3896

To **Laboratory**: Pam Cooper, Project Manager
BSK Associates
1414 Stanislaus Street
Fresno, CA 93706

15. **Conflict of Interest.**

- a. **Laboratory** certifies that it has disclosed to **City** any actual, apparent or potential conflicts of interest that may exist or develop relative to the services to be provided in the Scope of Work and this **Agreement**.
- b. **Laboratory** agrees to advise **City** of any actual, apparent or potential conflicts of interest that may develop subsequent to executing this **Agreement**.
- c. **Laboratory** agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to this **Agreement**. **Laboratory** may request, in writing, a waiver of these requirements from **City**. The request shall contain a disclosure and a description of the actual, apparent or potential conflict of interest. Approval of waiver requests shall require City Council action and amendment of the Consulting Services Agreement.

16. **Independent Contractor.**

It is expressly agreed that, in the performance of the services hereunder, **Laboratory** shall at all times be deemed an independent contractor and not an agent or employee of **City**.

17. **Indemnity.**

- a. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8, **Laboratory** shall defend (with legal counsel reasonably acceptable to the City) indemnify and hold harmless City and its officers, agents, departments, officials, representatives and employees (collectively "City Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of **Laboratory** or its sub-laboratory), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert laboratories or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **Laboratory**, any sub-laboratory, anyone directly or indirectly employed by them, or anyone that they control in connection with the performance of its obligations under this Agreement (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any City Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such City Indemnitee.
- b. Neither termination of this Agreement nor completion of services shall release **Laboratory** from its obligations under this Section 17, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.
- c. **Laboratory** agrees to obtain executed indemnity agreements, naming City as an indemnified party, with provisions identical to those set forth in this section, from each and every sub-laboratory or any other person or entity involved by, for, with or on behalf of **Laboratory** in the performance of this Agreement. If **Laboratory** fails to obtain such indemnity obligations from others as required, **Laboratory** shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of **Laboratory** and shall survive the termination of this Agreement or this section.
- d. **Laboratory's** compliance with the insurance requirements does not relieve **Laboratory** from the obligations described in this Section 10, which shall apply whether or not such insurance policies are applicable to a claim or damages.

18. **Workers' Compensation.**

Laboratory certifies that it is aware of the provisions of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this **Agreement**.

19. **Insurance.**

Laboratory, at its sole cost and expense, shall obtain and maintain in full force and effect from the date of execution of this **Agreement** the following described insurance coverage insuring not only **Laboratory** and its sublaboratories, if any, but also **City**, its officers, agents and employees, with the exception of Workers' Compensation and Employer's Liability Insurance, and Professional Liability:

	Policy	Coverage
(a)	Commercial General Liability, including Broad Form Contractual and Personal Injury	<u>Bodily Injury and Property Damage:</u> \$1,000,000 Each Person, Each Occurrence <u>Bodily Injury and Property Damage:</u> \$2,000,000 Aggregate
(b)	Automobile Liability, including Owned (if any), Hired and Non-Owned Auto vehicles	<u>Bodily Injury:</u> \$100,000 Each Person \$300,000 Each Occurrence <u>Property Damage:</u> \$100,000 Each Occurrence
(c)	Worker's Compensation <i>(Note: Waiver of Subrogation is required for this project.)</i>	Statutory
(d)	Professional Liability, including Errors, Omissions, Malpractice (if applicable), Negligent Performance	<u>All Damages:</u> \$1,000,000 on a Claims-Made Annual Aggregate Basis
<i>(Insurance underwriter shall submit proof of insurance using the enclosed City forms.)</i>		

20. **Agreement Binding.**

The terms, covenants and conditions of this **Agreement** shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and sublaboratories of both parties.

21. **Waivers.**

The waiver by either party of any breach or violation of any term, covenant or condition of this **Agreement** or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this **Agreement** or of any applicable law or ordinance.

22. **Costs and Attorneys' Fees.**

The prevailing party in any action brought to enforce the terms of this **Agreement** or arising out of this **Agreement** may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

23. **Nondiscrimination.**

No discrimination shall be made in the employment of persons under this **Agreement** because of the race, color, national origin, ancestry, religion, physical or mental handicap, sex, or sexual orientation of such persons. The contents of Attachment "C" are hereby incorporated and made a part of this **Agreement**.

24. **This Agreement** shall be deemed to include any provision required by law to be inserted herein, whether actually inserted or not.

25. **Agreement Contains All Understandings.** This document represents the entire and integrated **Agreement** between **City** and **Laboratory** and supersedes all prior negotiations, representations, or **Agreements**, either written or oral. This document may be amended only by written instrument, signed by both **City** and **Laboratory**. All provisions of this **Agreement** are expressly made conditions. The **Agreement** shall be governed by the laws of the State of California.

26. **Standard of Care.** In providing services under this Agreement, Laboratory will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

27. **Limitation of Liability.**

- a. To the fullest extent allow by law, **Laboratory** liability for City's damages will not, in the aggregate, exceed the sum equal to 125% of the **Laboratory's** fee. This limitation of liability will apply whether **Laboratory's** liability arises under breach of contract or warranty, tort, including negligence, strict liability, statutory liability, and any other cause of action, and shall include **Laboratory's** officers, affiliated corporations, employees and subcontractors.
- b. The foregoing limitation of **Laboratory's** liability shall not apply to (a) claims based on **Laboratory's** intentional misconduct, (b) claims based on **Laboratory's** gross negligence (defined for purposes of this Section 27 as either a "want of even scant care" or "an extreme departure from the ordinary standard of conduct"), or (c) claims covered by **Laboratory's** insurance.

In Witness Whereof, City and Laboratory have executed this **Agreement** the day and year first above written.

City of Davis
A Municipal Corporation,
State of California

BSK Associates

Paul Navazio
Interim City Manager

Michael Vartanian
Chief Financial Officer

Approved as to Form:

Harriet Steiner
City Attorney

Laboratory Agreement
[BSK Associates]

**Drinking Water Monitoring
Program No. 7522**

**Attachment A
Scope of Work**

**SCOPE OF WORK FOR TREATED WATER (DISTRIBUTION SYSTEM)
ANALYSIS**

This section details the City's requirements for bacteriological sample collection and analysis. At this time, the City is applying for ELAP certification for drinking water microbial analysis. Once this certification is obtained, the City has the option to discontinue using the laboratory for microbial analysis. Until then, the City will continue to use an accredited laboratory for its microbial analysis.

a. Management of Services

The laboratory selected shall designate an experienced project manager to this project such that all services called for in this RFQ will be performed under the direction of this manager. The project manager shall also serve as the key contact person for the City and have a minimum of five years of working experience with Title 22 CCR and rules.

b. Sample Custody and Transfer

Laboratory personnel will collect routine, repeat, and replacement samples as required by 22 CCR sections 64423, 64424.1, and 64425. The laboratory will analyze and report results as required in section 64423.1. The qualified staff person will collect samples according to the schedule provided in the City's Sampling Plan. Field procedures will be followed according to the City's Standard Operation Procedure for sample collection and sections 64421.1 and 64424 of the Title 22 California Code of Regulations.

In the event the City collects samples for bacteria, the City requires the laboratory to provide a courier for transfer of samples from Davis to the laboratory. The courier will ensure the integrity of the samples and observe proper preservation requirements (e.g., temperature) during transport. The laboratory's courier service must be available from 8:00 AM to 5:00 PM, Monday through Friday, and be able to respond with twenty-four (24) hour prior notice. This service shall be provided at no extra cost. In the event of an emergency or unscheduled necessary sampling, use of a national parcel service is acceptable provided that the contract

*Attachment A
Scope of Work*

lab supply adequate shipping components (i.e., coolers and ice) and shipping labels.

c. Sample Containers

Sample bottles for weekly collections shall be provided by the laboratory. The laboratory will also use its own chlorine residual kit to measure residuals.

d. Analytical Reports

The City requires that any positive result must be reported as soon as the required analytical time period has passed. The results shall be verbally reported to the contact person stated on the chain-of-custody. Under no circumstances shall the lab leave a voice mail message or electronic message when reporting a positive result.

Monthly statements shall include copies of all samples taken during that week period along with copies of the chain-of-custodies. Monthly statements shall be submitted within three working days after the last weekly sample has been collected. This service shall be provided at no extra cost.

A separate analytical report is required for each project. The report shall be well organized and easy to follow and shall contain the following information:

- project name/title (provided by the City on the Chain-of-Custody form)
- sample collection date
- sample receipt date
- date of analyses
- report number (provided by the laboratory)
- analytical results
- chlorine residuals
- a copy of the completed chain-of-custody form
- cover letter and signature page

If the City requests duplicate reports, they will be provided at no additional cost.

e. Bacteriological Results

The laboratory will submit results to the City within three working days after the last monthly round of samples have been recorded. All results will be electronically submitted to WaterTrax at no extra cost to the City.

f. Credit for Re-sampling Costs Necessitated by Laboratory Error

The City requires the laboratory to provide a credit against the fees billed for laboratory services for costs reasonably incurred by City to conduct re-sampling if necessitated by any error or omission or violation of any provision of the Agreement by the laboratory.

SCOPE OF WORK FOR ANALYTICAL ANALYSIS OF RAW DRINKING WATER (SOURCE WATER)

a. Management of Services

The laboratory shall designate an experienced project manager to this project; such that all services called for in this RFQ will be performed under the direction of this manager. The project manager shall also serve as the key contact person for the City.

b. Sample Custody and Transfer

The City requires the laboratory to provide a courier for transfer of samples from Davis to the laboratory. The courier will ensure the integrity of the samples and observe proper preservation requirements (e.g., temperature) during transport. The laboratory's courier service must be available from 8:00 AM to 5:00 PM, Monday through Friday, and be able to respond with twenty-four (24) hour prior notice. This service shall be provided at no extra cost. In the event of an emergency or unscheduled necessary sampling, use of a national parcel service is acceptable provided that the contract lab supplies adequate shipping components (i.e. coolers and ice) and shipping labels.

Samples collected by City personnel will be stored and secured at the City's Public Works Department located at 1717 5th Street, Davis, until released to the analytical laboratory.

c. Sample Storage and Disposal

The City requires that samples be stored for a minimum of sixty (60) calendar days after the postmarked date of the final analytical report (or longer if required by State or EPA), and then disposed of by the laboratory at no extra cost. Samples are subject to chain-of-custody procedures until final disposal. If the City wishes to have samples returned, special requests will be made for those specific samples. This service shall be provided at no extra cost.

d. Hold Times for Samples

All hold times will begin at the time of sample collection. The collection time for grab samples and the start time for composite samples will be noted on the chain-of-custody forms. All analyses must be completed within hold times required by EPA and DPH. The City will not accept results, or pay for analyses, performed outside of required hold times. If hold times are not met due to Laboratory error, repeat samples will be expedited at no extra charge to the City in order to meet the original timing for providing final results.

e. Turn-Around-Time

The City requires a standard turn-around-time of ten (10) working days for all sample submittals. The reviewed preliminary results shall be submitted electronically in Excel format. Fifteen (15) additional working days are allowed

*Attachment A
Scope of Work*

for the production and delivery of the final analytical report. The laboratory must notify the City if it cannot meet these turn-around times. Notification must be made before the initial 15-day limit expires and must include an estimated time of completion. At the time of notification, the City will have the option to request that the analysis continue, or to refuse service, with no charges billed to the City. If requested, the remainder of the properly preserved sample will be returned to the City at no extra cost.

f. Quality Assurance/Quality Control (QA/QC) Program and Reporting

The City requires batch QA/QC data, for each parameter, to be included with all analytical reports. The QA/QC data shall consist of a matrix spike (MS), a matrix spike duplicate (MSD), a laboratory control spike (LCS), and a laboratory control spike duplicate (LCSD). The relative percent difference between the MS and the MSD, as well as the percent recovery for the LCS and LCSD (with the acceptable recovery range noted), must also be included with the QA/QC data. In addition, the laboratory will keep and make available at the City's request, all records concerning QA/QC data. These include, but are not limited to, bench sheets, chromatograms and mass spectra reports.

g. Sample Containers

Sample containers requested by the City for the purpose of sample collection and transfer shall be at no additional cost to the City. Sample containers will be of the appropriate types and sizes, and contain the proper preservatives to comply with EPA and CA Department of Public Health (DPH) sampling and preservation requirements. The lab shall also provide chain-of-custody forms and labels. The bottles shall be pre-labeled and sorted by the contract lab.

h. Analytical Reports

A separate analytical report is required for each project. The report shall be well organized and easy to follow and shall contain the following information:

- project name/title (provided by the City on the Chain-of-Custody form)
- sample collection date
- sample receipt date
- date of analyses
- report number (provided by the laboratory)
- analytical results, detection levels used
- QA/QC data for each method performed
- a copy of the completed chain-of-custody form
- cover letter with signature page

If the City requests duplicate reports, they shall be provided at no additional cost.

i. Title 22 Results

The laboratory will report all analytical results to the State of California, using the State's reporting format, and complying with State deadlines. An electronic copy of the Title 22 report will be sent to the City in Excel format as soon as it is available and a hard copy will follow. All analytical results shall also be electronically transferred to WaterTrax at no extra cost to the City.

j. Detection Levels

The City holds the laboratory responsible to achieve the detection levels set at the required level for reporting purposes. The laboratory will document and explain in detail analyses that do not meet quoted detection levels in a case narrative attached to the analytical results report. Each case will be considered by City staff to determine if re-analysis is required. Any re-analysis required due to a higher than acceptable detection level will be performed at no additional cost to the City, with the laboratory providing acceptable detection level through its laboratory or a subcontractor.

k. Subcontracted Laboratories

Any subcontracting must be EPA and State certified for all analysis. Please provide proof of your laboratory's EPA approval for all analysis along with any subcontractor that will be used to perform analyses called for in this RFQ. In addition, all analytical methods performed by each laboratory, and its subcontractors, shall be in accordance with 40 CFR, Parts 136 and 141.

l. Monthly Statement

A monthly statement is required for the purposes of invoicing. The monthly statement shall summarize analyses by task (e.g., Title 22 Compliance), to be provided in the scope of work included in the Professional Services Agreement. Individual invoices shall be attached to the corresponding report as well as the monthly statement as supporting documentation.

m. Retention of Records

The laboratory must retain test results, chromatograms, mass spectra reports, and accompanying quality control data for at least five years.

n. Credit for Re-sampling Costs Necessitated by Laboratory Error

This Professional Service Agreement requires the laboratory to provide a credit against the fees billed for laboratory services for costs reasonably incurred by City to conduct re-sampling if necessitated by any error or omission or violation of any provision of the Agreement by the laboratory.

Laboratory Agreement
[BSK Associates]

**Drinking Water Monitoring
Program No. 7522**

**Attachment B
Charge-Out Rate and Fee Schedule**

A. Compensation

For items listed in Attachment A, Scope of Work, the **City** shall compensate **Laboratory** on a time and materials basis with a not-to-exceed amount of \$35,000.

B. Reimbursable Expenses

1. The billing rate as indicated at the end of this attachment, Charge Out Rate, shall cover standard overhead and profit, including telephone charges, miscellaneous copying costs, first class postage and computer use. *These expense items shall not be reimbursable as separate expenses or fees.*
2. Other reimbursable expenses specific to the project are itemized below:
 - a. For round trips exceeding 75 miles, mileage exceeding 75 miles will be reimbursable at \$0.51; otherwise, mileage is included in overhead as part of the multiplier.
 - b. Express Mail.
 - c. Third Party Reprographic Services: Invoice plus 10%.
 - d. Other items as may be pre-approved by **City**.

C. Mark up

Mark up for sublaboratories shall be limited to 10 percent.

D. Additional Services

*Attachment B
Charge Out Rate and Fee Schedule*

Should the **City** desire that **Laboratory** provide additional services, such services shall be authorized, in writing, by the **City**. Compensation for additional services shall be at the Charge Out Rates.

E. Cost Estimate

See attached.



Analytical Services Quotation

Drinking Water Yr 2011-2012

Aubrey
 City of Davis
 23 Russell Blvd.
 Davis, CA 95618

Printed: 06/02/2011
 Effective: 06/02/2011
 Expires: 06/01/2012

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
Water					
Boron (Total) by ICP	EPA 200.7	0	10	\$12.00	
Chromium (Total) by ICP-MS	EPA 200.8	0	10	\$12.00	
Coliform, Presence/Absence by Colliert	SM 9223	0	10	\$18.00	
General Mineral Analysis Package	[See Details]	0	10	\$110.00	
General Physical Package	[See Details]	0	10	\$25.00	
Haloacetic Acids by GC-ECD	EPA 552.2	0	10	\$95.00	
Inorganics Analysis Package (excl. CN)	[See Details]	0	10	\$120.00	
Lead, Copper Rule Analysis Package	[See Details]	0	10	\$24.00	
Manganese (Total) by ICP	EPA 200.7	0	10	\$12.00	
Nitrate (NO3) by Ion Chromatography	EPA 300.0	0	10	\$10.00	
Phosphorous (P) by Colorimetry	EPA 365.4	0	10	\$40.00	
Selenium (Total) by ICP-MS	EPA 200.8	0	10	\$12.00	
Title 22 (CA SDWA) GM/ID/IGP	[See Details]	0	10	\$200.00	
Trihalomethanes by GC-MS	[See Details]	0	10	\$35.00	
Volatile Organics (SDWA Regulated) by GC-MS	[See Details]	0	10	\$70.00	
Volatile Organics (Standard List) by GC-MS	[See Details]	0	10	\$95.00	
				Bid Total:	\$0.00

Quotation Prepared by...

 Pamela Cooper
 Client Services Representative

Laboratory Agreement
[BSK Associates]

**Drinking Water Monitoring
Program No. 7522**

Attachment C
Fair Employment Practices Addendum

1. **In the performance of this contract/Agreement, the Laboratory** will not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex*, age*, national origin, physical or mental handicap*, marital status, sexual orientation*, or place of birth. The **Laboratory** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, physical or mental handicap*, marital status, sexual orientation, or place of birth. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Laboratory** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **City** setting the provisions of this Fair Employment Practices section.

2. The **Laboratory** will permit access to his records of employment, employment advertisement, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract/Agreement.

3. Remedies for Willful Violation:

(a) The **City** may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which **Laboratory** was a part, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the **Laboratory** has violated the Fair Employment Practices Act and has issued an order, under Government Code Section 12970, which has become final, or obtained an injunction under Government Code 12973.

(b) For willful violation of this Fair Employment Practices provision, the **City** shall have the right to terminate this contract/Agreement either in whole or in part, and

*See Government Code Sections 12900-12996 and City Code, Chapter 10 for further details.

any loss or damage sustained by the **City** in securing the goods or services hereunder shall be borne and paid for by the **Laboratory** and by his surety under the performance bond, if any, and the **City** may deduct from any money due or that thereafter may become due to the **Laboratory**, the difference between the price named in the contract/Agreement and the actual cost thereof to the **City**.

Laboratory Agreement
[BSK Associates]

**Drinking Water Monitoring
Program No. 7522**

**Attachment D
Recycled Paper Requirements**

Definitions

Postconsumer Materials means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purposes of collection, recycling and disposition.

Recovered Paper Materials means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standards

The following categories of paper must contain the minimum percentages of material listed under both "Recovered Material" and "Postconsumer Material." The "Postconsumer Material" percentage is included within the total "Recovered Material" percentage. Note: When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

Paper Category	Minimum Percentage of Recovered Material	Minimum Percentage of Postconsumer Material
High Speed Xerographic	50%	10%
Bond Paper	50%	10%
Cover Paper	50%	10%
Computer Paper (Continuous Form)	--	100%
Envelopes	50%	10%