

COUNTY OF SACRAMENTO

DEPARTMENT OF WASTE MANAGEMENT AND RECYCLING



**REQUEST FOR PROPOSALS
FOR LABORATORY TESTING SERVICES**

May 2019

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1 PROJECT SUMMARY

The County of Sacramento, Department of Waste Management & Recycling (DWMR) is seeking responses to this Request for Proposals (RFP) for Laboratory Testing Requirements. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "CONTRACTOR(S)") that meet the requirements set forth in the RFP and are capable of providing the services requested are encouraged to participate. The terms hereunder will be incorporated within the agreement for this work (see Attachment A). Any reference to Proposer or CONTRACTOR herein may be considered one and the same. This RFP will be used to select one or more qualified respondents.

Important Dates:

- **Submit RFP Questions Deadline – 2:00 p.m. on Friday, May 24, 2019.**
- **Proposal Submittal Deadline – 2:00 p.m. on Wednesday, June 5, 2019.**

2 BACKGROUND

Since 1967, DWMR has provided the Sacramento region with integrated waste management services. DWMR provides residential garbage, green waste, mixed recycling, and bulky waste pick-up services to 155,000 households across 800 square miles of the unincorporated area. DWMR owns and operates Kiefer Landfill as well as maintains Elk Grove Landfill and Grand Island Landfill who no longer accept waste. In accordance with the Waste Discharge Requirements for each respective landfill, DWMR performs semiannual sampling for each landfill and other Regional Water Quality Control Board requested analysis.

3 SCOPE OF SERVICES REQUESTED

The CONTRACTOR will be required to execute an agreement with DWMR. Under the terms of the agreement (see sample agreement in Attachment A), the CONTRACTOR will adhere to the following requirements.

The laboratory shall be accredited by the California Department of Public Health Division of Drinking Water (or equivalent, if the laboratory is not located in California). See Attachment B and Attachment C for the complete list of required tests. See Attachment D for lists of analytes required for multi-analyte tests.

The Maximum Reporting Limits (RLs) listed in Attachment B and Attachment C reflects regulatory requirements, including DWMR discharge permit effluent limits, drinking water standards, and test method specified in DWMR permits. The Contractor shall comply with the required RLs whenever feasible and shall note any exceptions in the bid.

In accordance with EPA Method 8260B and regulatory guidance regarding acceptable ratios of RLs to Method Detection Limits (MDLs), MDLs for the following key priority pollutants, which can be detected in landfill groundwater and leachate, shall be less than 0.2 micrograms per liter (ug/L):

Benzene	Chlorobenzene	cis-1,2-Dichloroethene
1,2-Dichlorobenzene	1,4-Dichlorobenzene	1,1-Dichloroethane

1,2-Dichloroethane	1,2-Dichloropropane	Ethylbenzene
Tetrachloroethene	Toluene	Trichloroethene
Vinyl Chloride		

The following additional common landfill VOCs shall be reported, with detection limits of 0.5 ug/L or less:

Dichlorofluoromethane (CFC-21) Chlorodifluoromethane (CFC-22)

Laboratory capabilities and experience shall be summarized and provided to DWMR. The Contractor needs to show that detections can be conducted consistently and on a repeatable basis. Capabilities that samples can be analyzed in accordance with specifications, herein shall be put forth.

A list of proposed MDLs, RLs, and EPA test methods for each compound or parameter shall be submitted with the bid. The proposed MDLs and RLs shall have been achieved previously by the laboratory. Sample analytical reports will be submitted with proposed bid to ensure that the proposed MDLs and RLs can be achieved. During the term of the contract, check samples may be submitted to the laboratory under anonymous label. If the laboratory's analysis of the check sample fails to detect the majority of compounds above stated MDLs or detects compounds not actually present, the laboratory may be put on a probation pending quality control improvements.

Estimated results falling between the MDL and RL shall be reported. MDLs and RLs shall be reported along with the results for each sample. If the RL is different from the Practical Quantitation Limit (PQL), PQLs shall also be reported with sample results.

Leachate or wastewater samples (matrix WL or WW, respectively) may have high turbidity (>>5 NTU), conductivity (>1,000 umhos/cm), and VOC concentrations (>>10 ug/L). Surface water samples (matrix WS) may also have elevated turbidity. The RL and MDL requirements are waived for these samples. Except as otherwise specified in Attachment B and Attachment C (weekly leachate TKN, BOD and TSS analyses), these samples will account for less than 10 percent of the samples submitted for analysis.

Tentatively Identified Compounds (TICs) will be included in the EPA 8260B Extended List analysis and will be specified on the chain-of-custody, if needed. If the TIC analysis is a separate cost than the EPA 8260 Extended List analysis, please include as a separate line item.

Contractor shall email final laboratory reports of results within 10 or less working days turnaround time. Contractor shall submit a price schedule and/or multipliers for turnaround times shorter than the contractual turnaround times with the bid. All QA/QC data shall be reported.

Water sample containers shall be provided free of charge with the appropriate preservatives

already in the containers. All sample containers should be shipped to our office address below or dropped off by courier. See Section 6.6, Specific Skills and Services, for additional details regarding courier services.

4 TERM AND CONTRACT AMOUNT

The initial term shall be three (3) years commencing on July 1, 2019, with the potential for two (2) additional one-year mutually agreeable renewals.

5 PROPOSAL SUBMISSION PROCEDURES AND REQUIREMENTS

Firms interested in submitting a proposal should closely examine the specific scope of services contained in Section 3 and Section 6 of the RFP and all attachments.

5.1 PROPOSAL SUBMISSION

Firms interested in submitting a proposal shall submit their proposal in an electronic PDF format to Melanie Wong at Wongme@saccounty.net and Mike Koza at kozaM@saccounty.net.

All proposals must be received by 2:00 p.m. on Wednesday, June 5, 2019. If the submission is late, that firm will be disqualified. If the submission is lacking any of the required submittals, that firm may be disqualified.

5.2 RFP QUESTION SUBMISSION AND ADDENDUMS

Submit all questions regarding this RFP prior to 2:00 p.m. on Friday, May 24, 2019 to Melanie Wong at Wongme@saccounty.net and Mike Koza at KozaM@saccounty.net.

Questions received by the above deadline will be consolidated and responses posted by 5:00 p.m. on Thursday, May 30, 2019 to DWMR'S webpage, "Doing Business with Us," at www.sacgreenteam.com/Pages/Doing-Business-with-Us.aspx. If any addendums to this RFP are required, they will also be posted to this webpage.

IMPROPER CONTACT: Do not contact any other DWMR employees, officials, or selection committee members regarding the contents of this RFP or the selection process. Questions regarding this RFP or the selection process should be directed to Melanie Wong prior to the RFP question submittal deadline. Improper contact with anyone other than Melanie Wong or Mike Koza regarding this RFP may result in disqualification of the Proposer from the proposal evaluation process.

5.3 AWARD OF AGREEMENTS

Agreements will be negotiated following the final selection of one or more CONTRACTOR(S). If DWMR is unable to negotiate a satisfactory agreement with a selected firm, it will undertake negotiations with the next ranked firm and so on until it has obtained satisfactory agreement(s).

5.4 DWMR'S RIGHTS, OPTIONS, AND POLICIES

DWMR reserves the right to postpone selection for its own convenience, to cancel this

RFP at any time, and/or to reject any and/or all proposals for any reason in its sole and exclusive discretion.

6 PROPOSAL CONTENT

To facilitate evaluation of the proposals received, all proposals must conform to the chronology and content described in this section. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct, relevant to the services requested in this RFP, and included in an appendix to the proposal.

Proposers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably.

6.1 COVER LETTER

Cover letter should include the following:

- Title of this RFP;
- Name and mailing address of firm (include physical location if mailing address is a PO Box); and,
- Contact person, telephone number, and email address.

6.2 WILLINGNESS TO SIGN

All Proposers must indicate their willingness to sign a final form of the sample agreement (Attachment A). Any deviation in a proposal from the language in the agreement must be explained in detail. Substantial differences in language or terms between a proposal and the agreement may result in rejection of the proposal. DWMMR reserves the right to negotiate minor modifications of the language contained within the attached agreement upon selection of the CONTRACTOR.

6.3 FIRM & TEAM QUALIFICATIONS

Describe your firm's culture. Provide a statement of your firm's qualifications for performing the requested services (see Section 3). Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Include the firm's organizational chart, including its constituent parts.

6.4 REFERENCES

Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. The references will be clients with whom your firm has provided water quality testing to on a regular basis. Include brief descriptions of the projects, dates, client names and contact persons' names, address and telephone numbers. Public sector references are preferred. References will be contacted upon proposal selection.

6.5 UNDERSTANDING OF REQUESTED SERVICES & FIRM'S APPROACH

Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in the RFP. Also, provide a detailed discussion of your firm's approach to the successful implementation of these services. Include thorough discussions of methodologies you believe are essential to accomplishing these services. Describe any major challenges to achieving these services and include any issues that you believe will require special consideration. Also, identify any unique approaches or strengths that your firm may have related to these services.

6.6 SPECIFIC SKILLS & SERVICES

Courier Services

Vendor shall provide courier service for sample pickup at DWMR's office with 24 hours advance notification. Samples will not be available for courier pick up until 3:30 PM on the date that samples are taken. Due to restrictions on out-of-county travel by Sacramento County personnel, vendors with no laboratory or service center presence in Sacramento County shall occasionally be required to provide same-day courier service and sample container delivery, upon being notified by 9 AM on the day of request. Any additional charges for courier service, or minimum order amounts for such services, shall be specified in the bid. DWMR will not ship samples.

DWMR's current office location is 9850 Goethe Road, Sacramento CA 95827. DWMR will be moving to its new office located at 10863 Gold Center Drive, Rancho Cordova CA 95670, in the second half of 2019. The courier service requirement is waived for vendors with a service center or laboratory location that is located within 5 miles of DWMR's future Rancho Cordova office location, and that is staffed during normal business hours.

Electronic Data Files and Electronic Data Deliverables

Electronic Data Files (EDFs) in GeoTracker format (EDFFLAT preferred) shall be provided. Additionally, Electronic Data Deliverables (EDDs) in the Earthsoft, Inc., "EZEDD" excel format shall also be provided. Costs and capabilities of providing EDDs and EDFs shall be specified in the bid.

At a minimum 90 percent of the analysis will be performed at the selected Vendor's laboratory. Subcontracted samples include any samples that the Vendor is not capable of completing in house as well as when samples are analyzed by a different laboratory due to equipment downtime. If samples are subcontracted out of the vendor's laboratory, the EDFs and EDDs are required to be verified by the Vendor through GeoTracker's EDF checker or equivalent. Any necessary changes or revisions to the EDFs or EDDs will be conducted prior to submittal to DWMR.

6.7 COST PROPOSAL

Provide a fee schedule of unit costs for analysis and create a proposed Fiscal Year 2019-2020 budget (July 1, 2019 – June 30, 2020), 2020-2021, and 2021-2022 for the

tasks listed in Section 3 and Section 6. Define any reimbursable expenses requested to be paid by DWMR, if any. Fee schedule should be input on Attachment E.

7 EVALUATION OF CRITERIA

7.1 SELECTION COMMITTEE

A selection committee will be convened to qualify and rank all proposals to determine the most highly qualified firm(s). All Proposers will be notified in writing via e-mail of the selection.

7.2 QUALIFIED PROPOSERS

A Proposer will be deemed qualified dependent upon the information provided by the Proposer in response to all requirements of this RFP as well as the following requirements:

1. Proper completion and submittal of required proposal documents
2. Accredited by the California Department of Public Health Division of Drinking Water (or equivalent if the laboratory is not located in California)
3. Laboratory can comply with the MDL requirement of <0.2 ug/L for a minimum of 80% of the VOC constituents listed in Section 3.
4. Laboratory can comply with a minimum of 80% of the metal RLs listed in Attachment B.

Bidders who did not respond in accordance with any of the above requirements will be immediately disqualified.

7.3 RANKING OF PROPOSALS

Proposals will be ranked based on the following criteria:

Evaluation Criteria	Maximum Points	Score
Capability <ul style="list-style-type: none"> • Experience • Specific Skills and Services (Section 6.6) 	4 10	_____ _____
Competitive price (the proposal with the lowest overall price will receive 50 points and the proposal with the highest overall price will receive 0 points)	50	_____
Quality of response <ul style="list-style-type: none"> • Completeness of answers to questionnaire • Understanding of proposed services • Adherence to terms & conditions and to RFP specifications including EDF, EDD and sample report requirements. 	6 10 20	_____ _____ _____
Total score	100	_____

7.4 DISQUALIFICATION OF PROPOSALS

A Proposer may be disqualified if Proposer fails to meet any of the requirements of this RFP.

ATTACHMENT A
SAMPLE LABORATORY TESTING AGREEMENT

**COUNTY OF SACRAMENTO
PUBLIC WORKS AND INFRASTRUCTURE**

**AGREEMENT FOR
LABORATORY SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, a California corporation, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, section 2.61.070 of the Sacramento County Code (hereinafter referred to as "SCC") authorizes the Administrator of Public Works and Infrastructure (hereinafter referred to as "Administrator") to retain firms or individuals to provide various expert advice or assistance required to administer public works projects; and

WHEREAS, the Administrator, pursuant to the provisions of SCC section 2.61.070, has determined that it is desirable to retain a consultant to provide laboratory services for water sample analysis at COUNTY'S Department of Waste Management and Recycling (DWMR) facilities ; and

WHEREAS, the services to be provided by CONSULTANT for the subject project are not, and have never been, services provided by County employees and, therefore, not subject to the requirements of Sacramento County Charter section 71-J; and

WHEREAS, the services to be provided by CONSULTANT are authorized by Government Code section 31000; and

WHEREAS, COUNTY issued a Request for Proposals on (Insert Date) to provide consulting services provide laboratory services for water sample analysis at COUNTY'S DWMR facilities ; and

WHEREAS, CONSULTANT submitted a proposal to provide such services; and

WHEREAS, COUNTY determined that the proposal submitted by CONSULTANT provides the best value to COUNTY; and

WHEREAS, COUNTY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until June 30, 2022. COUNTY'S Administrator is authorized to amend this Agreement with CONTRACTOR to extend the term for up to two (2) additional one-year terms upon mutual agreement of both parties. .

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

TO CONSULTANT:

Department of Waste Management
and Recycling
9850 Goethe Road
Sacramento, CA 95827
Attn: Doug Sloan

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES AND PERMITS

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. CONSULTANT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. **PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards ordinarily exercised by members of CONSULTANT'S profession in the performance of services similar to CONSULTANT'S services under this agreement.

8. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

9. **STATUS OF CONSULTANT**

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.

10. CONSULTANT IDENTIFICATION

CONSULTANT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT'S name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONSULTANT.

11. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONSULTANT's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

12. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY, CONSULTANT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

13. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

14. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code sections 16645 through 16649.

15. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures COUNTY that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for

employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

16. INDEMNIFICATION

To the fullest extent permitted by law, for professional services provided under this Agreement, Consultant shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either Party hereto, and recovery of monetary losses incurred by County directly attributable to the performance of Contractor, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its employees, sub-consultants or subcontractors at any tier, or any other party for which Consultant is legally liable under law.

The right to defense and indemnity under this section shall initiate upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Consultant. Consultant shall defend Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of the Consultant, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that Consultant thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Consultant, or Consultant's sub-consultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

17. INSURANCE

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

18. INFORMATION TECHNOLOGY ASSURANCES

CONSULTANT shall take all reasonable precautions designed to prevent virus attacks on hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by COUNTY. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

19. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by COUNTY. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CONSULTANT shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- D. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

20. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subconsultant whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY.

21. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

22. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

23. TIME

Time is of the essence of this Agreement.

24. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

25. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Waste Management and Recycling or his/her designee. Director shall administer this Agreement on behalf of the COUNTY, and has authority to make administrative amendments to this Agreement on behalf of the COUNTY including, but not limited to, scope of services, pricing, management practices,

etc. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY or Director, the decision of the Director in such matters shall be final.

26. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

27. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon 30 days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's

yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated by COUNTY under paragraph (A) or (C) above:
1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.
 2. CONSULTANT shall deliver to COUNTY copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

28. REPORTS

CONSULTANT shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

29. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as COUNTY deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY'S request at COUNTY'S expense. COUNTY shall have the right to

withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

30. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

31. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

32. FORCE MAJEURE

Neither CONSULTANT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

33. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

34. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CONSULTANT NAME, a Corporation

By: _____

Michael J. Penrose,
Deputy County Executive,
Public Works and Infrastructure

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

“COUNTY”

“CONSULTANT”

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL

Prepared by: _____

Richard Shaw, Senior Contract Services Officer
Department of General Services
Contract & Purchasing Services Division
Phone: (916) 876-6373

EXHIBIT A to Agreement

SCOPE OF SERVICES

1. REQUEST FOR PROPOSAL AND CONSULTANT'S STATEMENT OF QUALIFICATIONS

- A. The scope of services to be provided by this Agreement are those services identified in COUNTY's Request for Proposal (RFP) dated (Insert Date) and CONSULTANT'S Proposal dated (Insert Date). Both the RFP and Proposal are hereby incorporated into this Agreement as Attachment 1 and Attachment 2, respectively, and made a part of this Agreement. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.
- B. The COUNTY'S Director or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of COUNTY.

2. SCHEDULE

CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between COUNTY and CONSULTANT.

3. RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. COUNTY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT'S services and of the project.
- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants.

4. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned

personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

5. PUBLICATION OF DOCUMENTS AND DATA

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONSULTANT.

6. PROJECT PERSONNEL

In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

COUNTY: NAME:
 PHONE:
 E-MAIL:

CONSULTANT: NAME:
 PHONE:
 E-MAIL:

EXHIBIT B to Agreement
COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONSULTANT shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. COUNTY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONSULTANT is required by this Agreement to notify COUNTY within ten (10) days if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

8. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- b. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
 - d. **SEVERABILITY OF INTEREST:** CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.
- 9. Professional Liability:**
PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.
- 10. Workers' Compensation:**
WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.
- 11. Notification of Claim**
If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONSULTANT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ _____

2. COMPENSATION COMPONENTS

Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT'S Proposal, dated , incorporated in Agreement in Exhibit A as Attachment 2, and shall not exceed \$ _____. Total compensation, including fees, expenses, and profit for services rendered by CONSULTANT shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

3. ITEMIZED TASKS AND SUBTASKS

If CONSULTANT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. CONSULTANT shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

CONSULTANT shall immediately notify the COUNTY'S Project Manager in writing of any work that the COUNTY requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONSULTANT shall notify COUNTY'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. SUBMISSION OF INVOICES

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S.mail or personal delivery to the following address:

Department of Waste Management and Recycling
9850 Goethe Road
Sacramento, CA 95827
Attn:

CONSULTANT shall include the following information on all invoices:

1. Contract Number: _____
2. Project Name:
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONSULTANT and/or COUNTY.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to CONSULTANT at Address in the Notice provision of this Agreement.

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

ATTACHMENT B
FY 2019-2020 LABORATORY ANALYSIS DETAILS

**ATTACHMENT B
FY 2019-2020 LABORATORY ANALYSIS DETAILS**

Constituent	Max RL (ug/L)	Total # Tests [4]	Test Schedule (approx.)													
			2019						2020							
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Water Samples																
EPA 8260 Vol. Organics [1]	0.5 [2]	329	7	15	8	90	30	18	10	15	8	80	30	18		
EPA 8260 (extended list) [1]		65										40		25		
EPA 8270 Semivol. Org. [1]		51										31		20		
EPA 8080 Pesticides and PCBs[1]		51										31		20		
EPA 8141 Pesticides [1]		51										31		20		
EPA 8151 Herbicides [1]		81										31		50		
Bicarbonate		217	7	7	7	60	20	7	7	7	7	60	8	20		
Carbonate		62	0		0	2	10	0	0	10	0	20		20		
Chloride		217	7	7	7	60	20	7	7	7	7	60	8	20		
Nitrate (as N)		217	7	7	7	60	20	7	7	7	7	60	8	20		
Sulfate		217	7	7	7	60	20	7	7	7	7	60	8	20		
Total Dissolved Solids		217	7	7	7	60	20	7	7	7	7	60	8	20		
Total Organic Carbon		13	0	0	0	0	0	4	0	4	0	0	5	0		
Total Suspended Solids [3]		62	5	5	5	5	5	6	6	5	5	5	5	5		
Total Kjeldahl Nitrogen [3]		52	4	4	5	4	4	5	4	4	5	4	4	5		
Biochemical Oxygen Demand [3]		52	4	4	5	4	4	5	4	4	5	4	4	5		
Chemical Oxygen Demand		14	0	0	5	0	0	2	0	2	5	0	0	0		
Oil and Grease		10	0	0	0	0	2	3	3	2	0	0	0	0		
Cyanide	5	51	0	0	0	0	0	0	0	0	0	31	0	20		
Aluminum	100	148	5	13	5	5	13	5	5	13	10	36	13	25		
Antimony	3	148	5	13	5	5	13	5	5	13	10	36	13	25		
Arsenic	2	148	5	13	5	5	13	5	5	13	10	36	13	25		
Barium	20	148	5	13	5	5	13	5	5	13	10	36	13	25		
Beryllium	2	148	5	13	5	5	13	5	5	13	10	36	13	25		
Cadmium	1	56	0	0	0	0	0	0	0	0	5	31	0	20		
Calcium		113	0	8	0	0	28	0	0	8	10	31	8	20		
Chromium	10	148	5	13	5	5	13	5	5	13	10	36	13	25		
Chromium VI	5	5	0	0	0	0	0	0	0	0	5	0	0	0		
Cobalt	20	143	5	13	5	5	13	5	5	13	5	36	13	25		
Copper	20	148	5	13	5	5	13	5	5	13	10	36	13	25		
Iron	100	93	0	8	0	0	8	0	0	8	10	31	8	20		
Lead	3	148	5	13	5	5	13	5	5	13	10	36	13	25		
Magnesium		113	0	8	0	0	28	0	0	8	10	31	8	20		
Manganese	20	93	0	8	0	0	8	0	0	8	10	31	8	20		
Mercury	0.2	56	0	0	0	0	0	0	0	0	5	31	0	20		
Nickel	10	148	5	13	5	5	13	5	5	13	10	36	13	25		
Potassium		76	0	0	0	0	20	0	0	0	5	31	0	20		
Selenium	2	148	5	13	5	5	13	5	5	13	10	36	13	25		
Silver	20	56	0	0	0	0	0	0	0	0	5	31	0	20		
Sodium		113	0	8	0	0	28	0	0	8	10	31	8	20		
Thallium	1	148	5	13	5	5	13	5	5	13	10	36	13	25		
Tin	50	148	5	13	5	5	13	5	5	13	10	36	13	25		
Vanadium	50	148	5	13	5	5	13	5	5	13	10	36	13	25		
Zinc	40	56	0	0	0	0	0	0	0	0	5	31	0	20		
GRAND TOTAL		4926	125	285	133	475	457	148	132	303	278	1422	310	858		

Abbreviations: RL = Reporting Limit = minimum level at which the compound can be accurately quantified

- NOTES: 1. See Attachment D for the list of compounds required to be tested by this method.
2. For key priority pollutants listed in the RFP, and also preferred for most other VOCs.
3. Weekly leachate sampling.
4. Estimated sample quantity, subject to change per regulatory requests.

ATTACHMENT C
FY 2020-2021 AND FY 2021-2022 LABORATORY ANALYSIS DETAILS

**ATTACHMENT C
FY 2020-2021 & FY 2021-2022 LABORATORY ANALYSIS DETAILS**

Note: The data below reflects number of tests per year

Constituent	Max RL* (ug/L)	Total # Tests [4]	Test Schedule (approx.)												
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Water Samples															
EPA 8260 Vol. Organics [1]	0.5 [2]	329	7	15	8	90	30	18	10	15	8	80	30	18	
EPA 8260 (extended list) [1]		2				2									
EPA 8270 Semivol. Org. [1]		2				2									
EPA 8080 Pesticides [1]		2				2									
EPA 8141 Pesticides [1]		2				2									
EPA 8151 Herbicides [1]		2				2									
Bicarbonate		217	7	7	7	60	20	7	7	7	7	60	8	20	
Carbonate		42	0		0	2	10	0	0	10	0	0		20	
Chloride		217	7	7	7	60	20	7	7	7	7	60	8	20	
Nitrate (as N)		217	7	7	7	60	20	7	7	7	7	60	8	20	
Sulfate		217	7	7	7	60	20	7	7	7	7	60	8	20	
Total Dissolved Solids		217	7	7	7	60	20	7	7	7	7	60	8	20	
Total Organic Carbon		13	0	0	0	0	0	4	0	4	0	0	5	0	
Total Suspended Solids [3]		62	5	5	5	5	5	6	6	5	5	5	5	5	
Total Kjeldahl Nitrogen [3]		52	4	4	5	4	4	5	4	4	5	4	4	5	
Biochemical Oxygen Demand [3]		52	4	4	5	4	4	5	4	4	5	4	4	5	
Chemical Oxygen Demand		14	0	0	5	0	0	2	0	2	5	0	0	0	
Oil and Grease		10	0	0	0	0	2	3	3	2	0	0	0	0	
Cyanide	5	15	0	0	0	0	0	0	0	0	0	11	0	4	
Aluminum	100	112	5	13	5	5	13	5	5	13	10	16	13	9	
Antimony	3	112	5	13	5	5	13	5	5	13	10	16	13	9	
Arsenic	2	112	5	13	5	5	13	5	5	13	10	16	13	9	
Barium	20	112	5	13	5	5	13	5	5	13	10	16	13	9	
Beryllium	2	112	5	13	5	5	13	5	5	13	10	16	13	9	
Cadmium	1	20	0	0	0	0	0	0	0	0	5	11	0	4	
Calcium		93	0	8	0	0	28	0	0	8	10	11	8	20	
Chromium	10	112	5	13	5	5	13	5	5	13	10	16	13	9	
Chromium VI	5	5	0	0	0	0	0	0	0	0	5	0	0	0	
Cobalt	20	107	5	13	5	5	13	5	5	13	5	16	13	9	
Copper	20	112	5	13	5	5	13	5	5	13	10	16	13	9	
Iron	100	57	0	8	0	0	8	0	0	8	10	11	8	4	
Lead	3	112	5	13	5	5	13	5	5	13	10	16	13	9	
Magnesium		93	0	8	0	0	28	0	0	8	10	11	8	20	
Manganese	20	73	0	8	0	0	8	0	0	8	10	11	8	20	
Mercury	0.2	36	0	0	0	0	0	0	0	0	5	11	0	20	
Nickel	10	128	5	13	5	5	13	5	5	13	10	16	13	25	
Potassium		56	0	0	0	0	20	0	0	0	5	11	0	20	
Selenium	2	112	5	13	5	5	13	5	5	13	10	16	13	9	
Silver	20	20	0	0	0	0	0	0	0	0	5	11	0	4	
Sodium		93	0	8	0	0	28	0	0	8	10	11	8	20	
Thallium	1	112	5	13	5	5	13	5	5	13	10	16	13	9	
Tin	50	112	5	13	5	5	13	5	5	13	10	16	13	9	
Vanadium	50	112	5	13	5	5	13	5	5	13	10	16	13	9	
Zinc	40	20	0	0	0	0	0	0	0	0	5	11	0	4	
GRAND TOTAL		3829	125	285	133	485	457	148	132	303	278	738	310	435	

Abbreviations: RL = Reporting Limit = minimum level at which the compound can be accurately quantified

- NOTES: 1. See Attachment D for the list of compounds required to be tested by this method.
 2. For key priority pollutants listed in the RFP, and also preferred for most other VOCs.
 3. Weekly leachate sampling.
 4. Estimated sample quantity, subject to change per regulatory requests.

ATTACHMENT D
ANALYTE LIST

ATTACHMENT D
ANALYTE LIST
EPA 8260 Compounds to be Tested

Acetone	cis-1,3-Dichloropropene
Acrylonitrile	trans-1,3-Dichloropropene
Benzene	Di-isopropylether (DIPE)
Bromochloromethane	Ethanol
Bromodichloromethane	Ethyl Tert Butyl Ether
Bromoform	Ethylbenzene
Bromomethane	2-Hexanone (Methyl Butyl Ketone)
2-Butanone (MEK)	Hexachlorobutadiene
Carbon Disulfide	Iodomethane (Methyl Iodide)
Carbon Tetrachloride	Methyl Tert Butyl Ether (MTBE)
Chlorobenzene	4-Methyl-2-Pentanone (MIBK)
Chloroethane	Methylene Chloride (Dichloromethane)
Chloroform	Naphthalene
Chloromethane	Styrene
Dibromochloromethane	Tert-Amyl Methyl Ether
1,2-Dibromo-3-chloropropane (DBCP)	Tertiary butyl alcohol
1,2-Dibromoethane (EDB)	1,1,1,2-Tetrachloroethane
Dibromomethane	1,1,2,2-Tetrachloroethane
1,2-Dichlorobenzene	Tetrachloroethene (PCE)
1,3-Dichlorobenzene	Toluene
1,4-Dichlorobenzene	1,2,4-Trichlorobenzene
trans-1,4-Dichloro-2-butene	1,1,1-Trichloroethane
Dichlorodifluoromethane (CFC-12)	1,1,2-Trichloroethane
1,1-Dichloroethane	Trichloroethene (TCE)
1,2-Dichloroethane	Trichlorofluoromethane (CFC-11)
1,1-Dichloroethene	1,2,3-Trichloropropane
cis-1,2-Dichloroethene	Vinyl Acetate
trans-1,2-Dichloroethene	Vinyl chloride
1,2-Dichloropropane	Xylenes (Total)

Unknown chromatographic peaks shall be reported, flagged and tracked for potential comparison to subsequent unknown peaks that may be observed in future sampling events. Identification of unknown chromatographic peaks that recur in subsequent sampling events may be required.

**ATTACHMENT D (continued)
ANALYTE LIST**

EPA 8260 (extended list) Compounds to be Tested:

Acetone	1,1-Dichloropropene
Acetonitrile	cis-1,3-Dichloropropene
Acrolein	trans-1,3-Dichloropropene
Acrylonitrile	Di-Isopropyl ether (DIPE)
Allyl Chloride (3-Chloroprene)	Ethanol
Benzene	Ethyl tert-Butyl ether (ETBE)
Bromochloromethane	Ethylbenzene
Bromodichloromethane	Ethyl methacrylate
Bromoform	Hexachlorobutadiene
Bromomethane (Methyl Bromide)	2-Hexanone (Methyl Butyl Ketone)
2-Butanone (MEK)	Iodomethane (Methyl Iodide)
Carbon Disulfide	Isobutyl Alcohol (isobutanol)
Carbon Tetrachloride	Methacrylonitrile
Chlorobenzene	Methyl Methacrylate
Chloroethane (Ethyl Chloride)	Methyl Tert Butyl Ether (MTBE)
Chloroform	4-Methyl-2-Pentanone (MIBK)
Chloromethane (Methyl Chloride)	Methylene Chloride (Dichloromethane)
Chloroprene	Naphthalene
Dibromochloromethane	Propionitrile (Ethyl Cyanide)
1,2-Dibromo-3-chloropropane (DBCP)	Styrene
1,2-Dibromoethane (EDB)	tert-butyl alcohol
Dibromomethane (Methylene Bromide)	tert-Amyl methyl ether (TAME)
1,2-Dichlorobenzene	1,1,1,2-Tetrachloroethane
1,3-Dichlorobenzene	1,1,2,2-Tetrachloroethane
1,4-Dichlorobenzene	Tetrachloroethene (PCE)
trans-1,4-Dichloro-2-butene	Toluene
Dichlorodifluoromethane (CFC-12)	1,2,4-Trichlorobenzene
1,1- Dichloroethane	1,1,1-Trichloroethane
1,2-Dichloroethane	1,1,2-Trichloroethane
1,1-Dichloroethene	Trichloroethene (TCE)
cis-1,2-Dichloroethene	Trichlorofluoromethane (CFC-11)
trans-1,2-Dichloroethene	1,2,3-Trichloropropane
1,2-Dichloropropane	Vinyl Acetate
1,3-Dichloropropane	Vinyl chloride
2,2-Dichloropropane	Xylenes (Total)

Unknown chromatographic peaks shall be reported, flagged and tracked for potential comparison to subsequent unknown peaks that may be observed in future sampling events. Identification of unknown chromatographic peaks that recur in subsequent sampling events may be required.

ATTACHMENT D (continued)
ANALYTE LIST
EPA 8270 Compounds to be Tested:

Acenaphthene	p-(Dimethylamino)azobenzene	1-Naphthylamine
Acenaphthylene	7,12-Dimethylbenz(a)anthracene	2-Naphthylamine
Acetophenone	3,3'-Dimethylbenzidine	2-Nitroaniline
2-Acetylaminofluorene (2-AAF)	2,4-Dimethylphenol (m-Xylenol)	3-Nitroaniline
4-Aminobiphenyl	Dimethyl phthalate	4-Nitroaniline
Anthracene	1,3-Dinitrobenzene	Nitrobenzene
Benzo(a)anthracene	4,6-Dinitro-o-cresol (2-Methyl-4,6-dinitrophenol)	2-Nitrophenol
Benzo(b)fluoranthene	2,4-Dinitrophenol	4-Nitrophenol
Benzo(k)fluoranthene	2,4-Dinitrotoluene	N-Nitrosodi-n-butylamine
Benzo(ghi)perylene	2,6-Dinitrotoluene	N-Nitrosodimethylamine
Benzo(a)pyrene	Di-n-octylphthalate	N-Nitrosodiethylamine
Benzyl Alcohol	Diphenylamine	N-Nitrosodiphenylamine
Benzyl butyl phthalate	Ethyl methanesulfonate	N-Nitrosodi-n-propylamine
bis(2-chloroethoxy)methane	Famphur	N-Nitrosomethylethylamine
bis(2-chloroethyl)ether	Fluoranthene	N-Nitrosopiperidine
bis(2-chloroisopropyl)ether	Fluorene	N-Nitrosopyrrolidine
bis(2-ethylhexyl)phthalate	Hexachlorobenzene	5-Nitro-o-toluidine
4-Bromophenyl phenyl ether	Hexachlorocyclopentadiene	Pentachlorobenzene
4-Chloroaniline	Hexachloroethane	Pentachloronitrobenzene
Chlorobenzilate	Hexachloropropene	Pentachlorophenol
4-choro-3-methylphenol	Indeno(1,2,3-c,d)pyrene	Phenacetin
2-Chloronaphthalene	Isodrin	Phenanthrene
2-Chorophenol	Isophorone	Phenol
4-Chlorophenyl phenyl ether	Isosafrole	p-Phenylenediamine
Chrysene	Kepone	1,4-Phenylenediamine
Diallate	Methapyrilene	Pronamide
Dibenzo(a,h)anthracene	3-Methylcholanthrene	Pyrene
Dibenzofuran	Methyl methane sulfonate	Safrole
Di-n-butylphthalate	2-Methylnaphthalene	1,2,4,5-Tetrachlorobenzene
3,3'-Dichlorobenzidine	2-Methylphenol (o-Cresol)	2,3,4,6-Tetrachlorophenol
2,4-Dichlorophenol	3-Methylphenol (m-Cresol)	o-Toluidine
2,6-Dichlorophenol	4-Methylphenol (p-Cresol)	2,4,5-Trichlorophenol
Diethyl phthalate	1,4-Naphthoquinone	0,0,0-Triethyl phosphorothioate
		1,3,5-Trinitrobenzene (sym)

ATTACHMENT D (continued)

ANALYTE LIST

EPA 8151A Compounds to be Tested (minimum):

2,4-D	2,4,5-TP (Silvex)
2,4,5 T	Dinoseb

EPA 8141B Compounds to be Tested (minimum):

Atrazine	Methyl Parathion
Chlorpyrifos	Parathion (Ethyl Parathion)
Di - Syston (Disulfoton)	Phorate (Thimet)
Diazinon	Simazine
Dimethoate	Thionazin

EPA 8080 Compounds to be Tested (minimum):

Aldrin	Dieldrin
Aroclor-1016	4-4'-DDD
Aroclor-1221	4-4'-DDE
Aroclor-1232	4-4'-DDT
Aroclor-1242	Endrin
Aroclor-1248	Endrin aldehyde
Aroclor-1254	Endrin Ketone
Aroclor-1260	Endosulfan I
alpha-BHC	Endosulfan II
2 beta-BHC	Endosulfan sulfate
2 delta-BHC	Heptachlor
2 gamma-BHC	Heptachlor epoxide
alpha-Chlordane	Methoxychlor
2 gamma-Chlordane	Toxaphene

ATTACHMENT E
VENDOR PRICE PROPOSAL

**ATTACHMENT E
VENDOR PRICE PROPOSAL
FY 2019-2020**

Constituent	# Tests	Proposed Unit Price Per Test	Extension/Total
EPA 8260 Vol. Organics	329	_____	_____
EPA 8260 (extended list)	65	_____	_____
EPA 8270 Semivol. Org.	51	_____	_____
EPA 8080 Pesticides	51	_____	_____
EPA 8141 Pesticides	51	_____	_____
EPA 8151 Herbicides	81	_____	_____
Bicarbonate	217	_____	_____
Carbonate	62	_____	_____
Chloride	217	_____	_____
Nitrate (as N)	217	_____	_____
Sulfate	217	_____	_____
Total Dissolved Solids	217	_____	_____
Total Organic Carbon	13	_____	_____
Total Suspended Solids	62	_____	_____
Chemical Oxygen Demand	14	_____	_____
Oil and Grease	10	_____	_____
Cyanide	51	_____	_____
Aluminum	148	_____	_____
Antimony	148	_____	_____
Arsenic	148	_____	_____
Barium	148	_____	_____
Beryllium	148	_____	_____
Cadmium	56	_____	_____
Calcium	113	_____	_____
Chromium	148	_____	_____
Chromium VI	5	_____	_____
Cobalt	143	_____	_____
Copper	148	_____	_____
Iron	93	_____	_____
Lead	148	_____	_____
Magnesium	113	_____	_____
Manganese	93	_____	_____
Mercury	56	_____	_____
Nickel	148	_____	_____
Potassium	76	_____	_____
Selenium	148	_____	_____
Silver	56	_____	_____
Sodium	113	_____	_____
Thallium	148	_____	_____
Tin	148	_____	_____
Vanadium	148	_____	_____
Zinc	56	_____	_____
EDDs (est. number of reports)	115	_____	_____
EDFs (est. number of reports)	115	_____	_____
Metals Digestion Fee	200	_____	_____
Filtration	30	_____	_____

**ATTACHMENT 3
VENDOR PRICE PROPOSAL
FY 2020-2021**

Constituent	# Tests	Proposed Unit Price Per Test	Extension/Total
EPA 8260 Vol. Organics	329	_____	_____
EPA 8260 (extended list)	2	_____	_____
EPA 8270 Semivol. Org.	2	_____	_____
EPA 8080 Pesticides	2	_____	_____
EPA 8141 Pesticides	2	_____	_____
EPA 8151 Herbicides	2	_____	_____
Bicarbonate	217	_____	_____
Carbonate	42	_____	_____
Chloride	217	_____	_____
Nitrate (as N)	217	_____	_____
Sulfate	217	_____	_____
Total Dissolved Solids	217	_____	_____
Total Organic Carbon	13	_____	_____
Total Suspended Solids	62	_____	_____
Chemical Oxygen Demand	14	_____	_____
Oil and Grease	10	_____	_____
Cyanide	15	_____	_____
Aluminum	112	_____	_____
Antimony	112	_____	_____
Arsenic	112	_____	_____
Barium	112	_____	_____
Beryllium	112	_____	_____
Cadmium	20	_____	_____
Calcium	93	_____	_____
Chromium	112	_____	_____
Chromium VI	5	_____	_____
Cobalt	107	_____	_____
Copper	112	_____	_____
Iron	57	_____	_____
Lead	112	_____	_____
Magnesium	93	_____	_____
Manganese	73	_____	_____
Mercury	36	_____	_____
Nickel	128	_____	_____
Potassium	56	_____	_____
Selenium	112	_____	_____
Silver	20	_____	_____
Sodium	93	_____	_____
Thallium	112	_____	_____
Tin	112	_____	_____
Vanadium	112	_____	_____
Zinc	20	_____	_____
EDDs (est. number of reports)	103	_____	_____
EDFs (est. number of reports)	103	_____	_____
Metals Digestion Fee	128	_____	_____
Filtration	25	_____	_____

**ATTACHMENT 3
VENDOR PRICE PROPOSAL
FY 2021-2022**

Constituent	# Tests	Proposed Unit Price Per Test	Extension/Total
EPA 8260 Vol. Organics	329	_____	_____
EPA 8260 (extended list)	2	_____	_____
EPA 8270 Semivol. Org.	2	_____	_____
EPA 8080 Pesticides	2	_____	_____
EPA 8141 Pesticides	2	_____	_____
EPA 8151 Herbicides	2	_____	_____
Bicarbonate	217	_____	_____
Carbonate	42	_____	_____
Chloride	217	_____	_____
Nitrate (as N)	217	_____	_____
Sulfate	217	_____	_____
Total Dissolved Solids	217	_____	_____
Total Organic Carbon	13	_____	_____
Total Suspended Solids	62	_____	_____
Chemical Oxygen Demand	14	_____	_____
Oil and Grease	10	_____	_____
Cyanide	15	_____	_____
Aluminum	112	_____	_____
Antimony	112	_____	_____
Arsenic	112	_____	_____
Barium	112	_____	_____
Beryllium	112	_____	_____
Cadmium	20	_____	_____
Calcium	93	_____	_____
Chromium	112	_____	_____
Chromium VI	5	_____	_____
Cobalt	107	_____	_____
Copper	112	_____	_____
Iron	57	_____	_____
Lead	112	_____	_____
Magnesium	93	_____	_____
Manganese	73	_____	_____
Mercury	36	_____	_____
Nickel	128	_____	_____
Potassium	56	_____	_____
Selenium	112	_____	_____
Silver	20	_____	_____
Sodium	93	_____	_____
Thallium	112	_____	_____
Tin	112	_____	_____
Vanadium	112	_____	_____
Zinc	20	_____	_____
EDDs (est. number of reports)	103	_____	_____
EDFs (est. number of reports)	103	_____	_____
Metals Digestion Fee	128	_____	_____
Filtration	25	_____	_____