PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EUROFINS EATON ANALYTICAL, LLC

Laboratory Testing and Analytical Services

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EUROFINS EATON ANALYTICAL, LLC, a Delaware limited liability company authorized to do business in California, ("Consultant").

1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Laboratory Testing and Analytical Services, RFP no. 2159 ("Project").

2. **Term**. This Agreement shall be in effect from July 1, 2022 and shall remain in effect until June 30, 2025, unless otherwise terminated pursuant to the provisions herein. The term may be extended for up to two (2) additional one-year periods, upon mutual written agreement of the parties.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Million Dollars ($3,000,000) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. The compensation for the optional one-year extensions shall be an annual amount not to exceed One Million Dollars ($1,000.000).

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities
City of Riverside
Attn: Robin Glenney
3900 Main Street
Riverside, CA 92522

To Consultant

Eurofins Eaton Analytical, LLC
Attn: Lauren Collins, Account Manager
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016-3629

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance**.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
for Chief Financial Officer

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney

EUROFINS EATON ANALYTICAL, LLC
a Delaware limited liability company authorized to do business in California

By: _____

Colin Walters
[Printed Name]

President
[Title]

By: _____

[Printed Name]

[Title]

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EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The City of Riverside is seeking a full service Laboratory to analyze raw and treated water based on State Water Resources Control Board – Division of Drinking Water (DDW), California Code of Regulations Title 22, Environmental Protection Agency (EPA), and Regional Water Quality Control Board regulations. The City of Riverside serves over 300,000 people with approximately forty-two (42) Groundwater Wells and four (4) Groundwater Under the Influence of Surface Water Wells (GWUDI), six (6) treatment plants and a blending program to ensure that the water meets all State and Federal regulations. The city also operates and maintains Non-Potable wells and two canals. Due to the complexity of the system, a quick Turn Around Time (TAT) is imperative; some samples require three (3) day rushes. A standing rush TAT towards the end of the month to ensure data is available for final reporting to DDW by the 10th of the following Month will also be required.

A Full Service Laboratory will offer the following services. An assigned Project Manager. Sample kits including pre-labeled bottles in coolers with ice packs. Laboratory must maintain a Sample Drop off time Monday – Friday until 4:00 p.m. Laboratory must maintain a Sample Drop off time Weekends and Holidays until noon for bacteriological resamples and emergencies. Laboratory delivery of sample kits and pick up of samples to occur after 3:00 pm Monday – Friday from 3854 Mulberry Street, Riverside, CA 92507. Entry of all field data from Chain of Custody forms (COC) into Laboratory Information Management System (LIMS), and included in the final report and Electronic Data Deliverables (EDDs). Delivery of final report and invoice in PDF format via email, WaterTrax uploads, CSV EDDs, and a secure client portal to LIMS. Electronic Data Transfer (EDT) to the State Database when applicable. Laboratory shall ensure all Data is properly transferred to EDD and EDT formats. Provide a daily email including all preliminary hits over the DLR.

The City's Project Manager and/or Microbiology staff should work quickly to learn Historical Values and notify the appropriate personnel whenever a sample is positive for total coliform, positive for E. coli, a Heterotrophic Plate Count over 500 CFU, and/or MCL Exceedance for 7th and Chicago compliance samples.

In addition to Routine samples this Laboratory RFP will include Fifth Unregulated Contaminant Monitoring Rule (UCMR5) analyses, and Lead Testing required under LCRR. The full service laboratory shall also provide upcoming regulated/required analytical testing at a negotiated price under this agreement, an example would be microplastics or new regulations enacted during the duration of this contract. Estimated number of samples included in the Routine section include Potable Wells, Non-Potable Wells, Monitoring Wells, Canal, Treatment, Distribution and Storm Water samples.

Statement of Understanding and Approach

Riverside Public Utilities (RPU) provides safe, reliable, high-quality water service to more than 300,000 customers within the boundary of the City of Riverside. The water supply is primarily groundwater from the Bunker Hill & Riverside basins. Groundwater is also supplemented with purchased State Project Water and Groundwater that is under the direct influence of surface water (GWUDI). The Bunker Hill basin includes several contaminant plumes and a portion of the basin is also designated a Federal Superfund clean-up site. RPU staff undertakes a tremendous set of responsibilities, including sample collection, groundwater treatment plant operations, distribution system operation & maintenance, management of supply blending and compliance reporting to meet Federal and State regulatory requirements.

In consideration of this present circumstance, Eurofins proposes the following approach to a successful new laboratory services contract:

1. Be in close proximity to RPU facilities - We will be opening a Service Center less than 5 miles away from RPU's facility, offering the convenience of same-day response to supply deliveries and sample pick-ups (or drop off at our facility). Having a service center close to RPU is a clear advantage resulting in less time away from core responsibilities, faster response to requests and decreasing costs for scheduled and unanticipated sampling events.
2. Commit to efficiency and ongoing communication and dialogue with RPU staff – Your Project Manager understands that our day drives daily operational and compliance decisions you make and so we have established systems and staff available to communicate multiple times in the day to ensure RPU is informed concerning the water quality results we produce.
3. Maintain a sufficient capacity– We have extensive sample capacity, with at least 2 instruments and 2 staff members assigned to every major analytical method, which affords us the resources necessary to generate results quickly, on weekends or holidays. As an added contingency, Eurofins can also rely upon our second laboratory, which is also TNI, ELAP, ISO, and UCMR accredited for drinking water analysis.
4. Take measures to ensure consistent reliability – Eurofins QA/QC Program employs high standards for quality in data and also in information system reliability to ensure that the data you receive best reflects the state of your water quality and is centralized within your WaterTrax database.
5. User-Friendly Data - We know that data is vital to the success of operations. Staff can seamlessly access all of RPU's reports via our new TALS LIMs, enabling faster turnaround times to analyze and interpret data into real, actionable insights. Another critical aspect that Eurofins is committed to providing is reliable on-time delivery of reports to meet RPU's compliance requirements.

Eurofins remains committed to RPU and is confident we are the best option for supporting your water quality program needs in the future.

Company Information

Eurofins Eaton Analytical, LLC is part of a $2 billion environmental testing organization. Our parent company, Eurofins Scientific, is the largest environmental testing provider in Europe. Here in the United States, Eurofins Eaton Analytical serves as the firm's worldwide drinking water testing center of excellence, with two full-service testing facilities (South Bend, IN & Monrovia, CA) and several Service Centers throughout the country. Eaton Analytical is recognized as the #1 testing organization in California and the nation that is dedicated to serving and supporting the drinking water industry.

Eurofins facility that are used to support RPU include:

Monrovia Main Laboratory	Service Center
750 Royal Oaks Drive #100	Located in the Inland Empire
Monrovia, CA 91016	>5 miles from RPU Facility
Neely Davis, Project Manager	Located off the 91 between the 10, 15 & 60 freeways
626-386-1194	

Laboratory Certifications

Eurofins laboratories have been audited and accredited by EPA in support of special regulatory programs (ICR, UCMR and LT2) in each of the last 20 years. We strive to educate ourselves and obtain as much knowledge as our clients. We collaborate with EPA, the State water Board and ELAP on analytical methods, detection limit feasibility relative to proposed regulatory thresholds, best practices and acceptable precision & accuracy. This firsthand collaboration and interaction directly with regulators helps us know the priority for future regulations and our testing capabilities reflect that.

Eurofins is accredited by four primary organizations:

California Environmental Laboratory Approval Program (ELAP)
The National Environmental Accreditation Conference Institute (TNI)
International Standards Organization (ISO)
U.S. Environmental Protection Agency UCMR5 Approval (EPA)

Eurofins has held ELAP accreditation since the commencement of the program in 1988. Prior to that, we chaired the Association of California Testing (ACT) Laboratories group and worked closely with State regulators on laboratory approval standards, methods, training and quality systems. Presently, ELAP has worked with Eurofins and other members of the Environmental

Laboratory Technical Advisory Committee (ELTAC) to finalize quality standards for a new TNI-based program that is currently being implemented statewide.

Eurofins is also a TNI-accredited laboratory, hence our involvement and assistance to ELTAC and ELAP with integrating the 2016 TNI standards into the new State accreditation program. Of course, Eurofins already meets these anticipated new State standards. More than 90% of California laboratories do not qualify for TNI accreditation at the present time.

Eurofins is ISO-accredited as well, according to the latest ISO quality standard (17025). As an ISO laboratory, Eurofins has established and maintains standard operating procedures for ethics, data integrity, health & safety, staff training & management, facilities integrity and the like. Less than 5% of California laboratories are ISO-accredited.

Finally, Eurofins is EPA-approved to perform testing both the Unregulated Contaminants Monitoring Rule UCMR5 and the Long-Term 2 (LT2) Enhanced Water Treatment Rule. Both of these accreditations require extensive and ongoing documentation of instrumentation, staff qualifications & experience and quality-specific project plans to support both regulatory program. Eurofins is presently EPA-approved for all UCMR5 methods and all LT2 methods. No other California laboratory can claim such certification status and coverage.

Our extensive list of Federal and State accreditations reflects our commitment to quality, above and beyond the minimum requirements. Theses extensive accreditations and approvals also subject Eurofins to frequent on-site audits, blind proficiency testing and quality documentation through the year, in contrast to most laboratories that are audited or evaluated by the same regulatory agency every two or three years.

A final component of our comprehensive Certification program is our long-term, excellent performance on external **Proficiency Test (PT) studies**, QC checks, and research studies. Eurofins has scored more than 98% correct on EPA Water Supply PTs for over 15 years running. In addition to 3rd party PTs, we also use an internal blind performance evaluation sample program to monitor problems and to verify proficiency of all analysts.

Copies of our laboratory certifications, UCMR5 Lab Approvals and our last Water Supply PTs are included with this proposal submission.

Reliability and Responsiveness

Eurofins maintains a high degree of reliability and responsiveness through its **Quality Assurance Program (QAP)**, which is modeled after the EPA Lab Certification Manual for Drinking Water Laboratories and ISO 17025. Our program follows a logical work sequence and employs a number of criteria to reflect our commitment to generating high quality, legally defensible analytical data in user-friendly formats. The QAP reflects our overall philosophy which is to ensure accurate legally and scientifically defensible data for our customers. The QAP is on its 45th revision and is reviewed at least annually to ensure that it reflects current laboratory protocols.

The **Eurofins QAP reflects the following policies** to assure quality accuracy, precision and timeliness:

- Formalized, validated analytical and operational standard operating procedures (SOPs).
- Annual demonstrations of capability and method detection limits for all compliance tests.
- Ongoing checks to ensure the use of current and acceptance standards.
- Use of minimum reporting levels that are at or above the lowest calibration standard and also above the method detection limit to help foster a high degree of data accuracy.
- Strict adherence to chain of custody procedures and sample documentation.
- Calibration levels that are established at or below federal triggers for increased monitoring.
- Multiple data reviews at the peer, supervisor, independent QA validator and project management levels.
- Use of sophisticated queries for data storage, retrieval, interpretation, control charting and early warning of preliminary results inconsistent with sample history or exceeding regulatory thresholds.
- Data mining and query by location, date or constituent for clients from our LIMS.
- Pre-qualified subcontract laboratories for subcontracted analyses + contingency for tests performed in-house.
- Evaluations of client preliminary data in the context of historical trends to enable us to alert our lab supervisors or customers proactively concerning data concerns.

To support our QA policies, Eurofins has also established a comprehensive **Ethics and Data Integrity Program**. The program contains all of the features outlined in the current 2009 NELAC Standards, included in the following:

- Annual Staff Training and testing concerning ethical standards and practices.
- An Open Door policy to support and encourage reporting of violations to the program or policies.
- Investigation and Corrective Action plan including root causes and resolution to eliminate deviation from the program.

People are Eurofins' most valuable asset - their safety and health our greatest responsibility. It is, therefore, the goal of our firm that every employee be provided a safe and healthful work environment. Laboratory operations differ from industrial operations in their use and handling of hazardous chemicals. Laboratories usually handle large numbers of hazardous chemicals in relatively small amounts. Laboratory work is also generally done by or under the supervision of highly trained personnel. OSHA has recognized the uniqueness of laboratory operations and promulgated a standard that regulates the occupational exposure to hazardous chemicals in laboratories. In consideration of the OSHA standards, Eurofins has established a comprehensive **Chemical Hygiene Plan (CHP)** to outline safe working conditions for its employees. It is our desire and intention to provide a safe workplace, safe equipment, proper materials, and to

establish safe methods and practices at all times. Our CHP meets this goal and is reviewed and updated annually to maintain its relevance for our organization.

To further our responsiveness to RPU, Eurofins has established a comprehensive **Emergency Action Plan (EAP)** detailing what we do in the event of a natural or man-made emergency. Our EAP complies with OSHA Standard 29 CFR 1910.38.

The procedures describe the emergency alert system, evacuation procedures, response to severe weather conditions, and response to chemical and biological spills. All laboratory personnel are required to participate as requested in emergency response training to help them to respond safely in the event of an emergency. Key EPA features include:

- Incorporation of current OSHA and other regulatory requirements into the manual (evaluated/updated annually)
- Designation of staff required to remain operating key laboratory functions in the event of an emergency
- Annual training of all staff to ensure procedures are followed

To further ensure responsiveness to RPU, Eurofins has established the following mechanisms which establish our availability in support of your mission to serve drinkable water and keep customers informed concerning water quality 24 hours a day, 7 days a week:

- Monrovia Laboratory is open on weekends and holidays
- Inland Empire Service Center will be open Monday – Friday from 8:00 am – 4:00 pm, ensuring quickest sample receiving and pickup of sample containers
- Project Manager (Neely Davis) available by phone or e-mail 24-7
- Project Manager Contingency (Rachelle Arada) available to step in when Project Manager is unavailable
- Microbiology & Chemistry notification contacts (primary & contingency) to ensure a person picks up on our end
- Laboratory facility located outside of California and available to provide analytical contingency for all methods

Finally, to facilitate rapid sharing of water quality data with RPU, Eurofins implements a data capture utility (DCU) to transfer data directly from instrument to LIMS and forward these "preliminary" results for certain critical constituents as soon as they are available. We employ a rigorous data reduction/validation process to present defensible values on final reports with qualifiers (as needed) within the contractual turnaround time we're committing to.

Instrumentation

Eurofins employs two analysts and more than four instruments for every major analytical method we offer. This unprecedented analytical resource affords us the capability of processing large sample batch sizes or providing rapid analysis turnaround times for special projects without major disruption to our operation and also in the event of emergency.

Eurofins has a large inventory of instrumentation and significant capacity to handle large, high volume projects. Our equipment has been selected from reputable manufacturers based upon reliability, ease of operation and maintenance, and accuracy. The instruments are maintained and calibrated in accordance with the lab's Quality Assurance Program. Our instrument-maintenance programs ensure reliable service for a high volume of analyses. Each piece of equipment receives preventative and scheduled maintenance as recommended by the methodology or manufacturer's instructions. Logbooks document the maintenance activities for each instrument. Instrument calibrations conform to the specifications of the method or protocol being performed and are documented as required.

Testing Category	Analysts	Instruments	Monthly Sample Capacity
Bacteriology	4	4	19,000 samples
Asbestos	2	1	400 samples
General Chemistry	8	8	1,000 samples
Nutrients	4	4	6,000 samples
Metals	6	7	3,200 samples
Perchlorate	2	3	800 samples
Radiochemistry	3	6	200 samples
TOC/TOX/UV	2	3	800 samples
Disinfection By-Products	8	8	2,000 samples
Volatile Organics	4	8	2,400 samples
Synthetic Organics	8	8	9,000 samples
Nitrosamines	2	2	600 samples
Emerging Contaminants	7	6	700 samples
Semi-volatiles	4	7	4,500 samples

Turnaround Times

Final analytical results will be reported within two-weeks (10 Working Days) or an alternative turnaround time agreed upon by both parties.

The following schedule applies to expedited delivery and delivery during non-standard hours:

Item	Rush Surcharge
Results in 5 working days	50%
Results in 3 working days	60%
Results in 2 working days	75%
Results in 1 working days	100%

Surcharges do not apply for routine/scheduled microbiological, treatment plant parameters and 10th of the month reporting.

Item	Unit Price
Weekend/Holiday Delivery, Pick Up or Sample Receipt	1.50 x listed unit price
Weekend/Holiday Analysis or Reporting	2.00 x listed unit price

Distance from RPU

We will be opening a Service Center less than 5 miles away from RPU's facility. To minimize transportation time, the location of this new service center will avoid highly congested freeways and intersections, off State Route 91 between the 15 and 60 freeways.

RPU will benefit from the convenience of same-day response to supply deliveries and sample pick-ups (or drop off at our facility). Staff will have onsite access to sample containers (preserved if needed), blank water, coolers and wet ice. In addition, your Point of Contact will be able to manage order requests (quotes), generate and fulfill kit orders, schedule courier pick-ups and coordinate sample delivery to the analyzing lab(s).

We are pleased to share our preferred location for our upcoming Service Center facility. A tour of the facility can be scheduled for RPU colleagues to view the property and provide feedback.

Address: 6930 Indiana Ave Suite 1, Riverside, CA 92506

- 2.2 Miles from 2911 Adams St, Riverside, CA 92504
- 2.8 Miles from 3854 Mulberry St, Riverside, CA 92501
- Dedicated parking for loading/ unloading
- Corner unit
- 1k sq ft

The Eurofins laboratory located in Monrovia, CA operates from 8:00am - 5:00pm Monday through Friday and maintains staff availability for courier, login and analytical services on weekends, holidays and after hours. Samples are couriered from the service center to the laboratory affording us same day delivery once the samples are received.

Service Center will be open Monday through Friday 8:00 am – 4:00 pm.

Sample Receiving

Our Inland Empire Service Center will be the closest and most convenient location for your staff to obtain sampling supplies and deliver samples for analysis. The laboratory is located in Monrovia, CA, which is approximately 45 miles from our service center. Samples will be couriered from the service center to the laboratory twice a day, affording us the same-day delivery once samples are received, meeting short holding times and quick TAT.

Eurofins inspects all samples upon receipt. We contact RPU immediately whenever samples are received with breakage, leakage, inverted septa or air bubbles (for Volatile samples), incorrect containers, wrong preservatives, missing container labels, incomplete paperwork or excessive temperature. Each cooler temperature is measured and recorded on the sample custody form. Tracking numbers are then assigned to each sample and scheduled for analysis. Analytical Departments are notified to retrieve any samples with short holding times or samples requiring rush turnaround times so processing can commence immediately. Remaining samples are stored at 4°C in walk-in refrigerators. Temperatures in all cold storage areas are measured twice each

day to ensure required temperature is maintained (TNI standard 5.5.3). Volatiles samples are segregated in separate refrigerators to prevent cross-contamination.

Sample containers for all analyses except certain microbiological methods are purchased in batches, pre-cleaned by each vendor according to EPA guidelines. Every batch is associated with a lot number, identified on each container and tracked to trace any contamination that might originate with the vendor. All Volatiles and Metals lots are tested additionally at Eurofins to verify the absence of contamination. When required by the method, containers are preserved by according to CFR 136-149 and the Manual for the Certification of Laboratories (5th edition). Only reagent grade (or HPLC-grade) water and preservatives are used. Pre-labeled containers are included with ice packs, packaging material, customized custody form and kit inventory for every entry point, plant effluent and set of source and/or distribution system sample sites. Foam inserts and color coded caps are used to provide a user-friendly mechanism to complete these complex sampling requirements. The pre-labeling of containers eliminates unnecessary time spent in the field documenting sample site information. Sample Kits can be delivered all at once each month, on a weekly basis or as requested by the customer.

Level I chain of custody is adhered to while your samples are in our possession. Eurofins is a secured building, with pass key access and locked refrigerators. Custody documentation is maintained on the Custody Form, on Run Logs and/or Bar Codes to indicate where the samples are located at all times. Samples are disposed of after 30 days when holding times expire or according to other requirements as requested by our clients.

Example Report

Final report deliverables include all of the following:

- Signed Cover Page with Project Name and Title referenced
- Sample Acknowledgement
- Chain of Custody
- Hits Report Summary with comparison to regulatory limits
- Sample Results with collection, receipt and analysis dates referenced
- Report Comments/Narrative
- QC Summary
- Batch QC Report (lab control spikes, matrix spikes, MRL check, method blank, surrogates)
- State Forms (for Title 22 drinking water)
- EDD (Watertrax-compatible file)

Sample Pre-Log

A feature of our online data management system is the capability to pre-log samples with specific reporting and other criteria. As an example, a weekly sample group for the Tippecanoe Treatment Plant, all samples are codes with the appropriate sample ID to facilitate Watertrax EDT, compliance samples are also coded to facilitate State EDT and specific samples can be tagged with special MDL reporting,

Another useful feature is how we manage our compliance reporting and/or Preliminary Notification to the client (via e-mail) for any hits above a specified threshold.

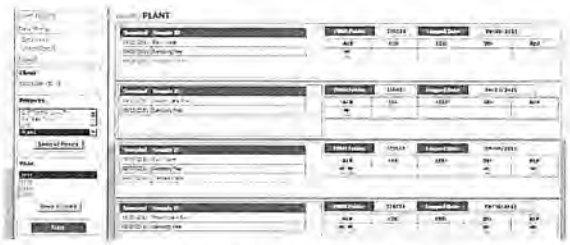
Project	Folder	Order #	Client ID	Analyte	Sample ID	Date	Result	Units	FED MCL	CA MCL	FED Warning	CA Warning
WEEKLY	887260	202203340386		Trichloroethylene (TCE)	1910379-031 Combined Tower Influent	3/14/2022	23	ug/L	5	5	FED MCL Exceedance	CA MCL Exceedance
WEEKLY	887260	202203340386		1,1-Dichloroethylene	1910379-031 Combined Tower Influent	3/14/2022	1.4	ug/L	7	6		
WEEKLY	887260	202203340386		Tetrachloroethylene (PCE)	1910379-031 Combined Tower Influent	3/14/2022	64	ug/L	5	5	FED MCL Exceedance	CA MCL Exceedance

Invoices include each of the following data elements:

- Project and Sample Group reference
- Sample Identification
- Test(s) Completed
- Unit and Extended Cost
- Total Cost
- Contract or Purchase Order reference

Client Portal

Eurofins maintains a secure, online account for your access all project-related documents. Any designated representative may use project-specific or "master" ID and password to access our web site where PDF versions of the project documents can be accessed.



All report documents are delivered electronically via PDF e-mail link. Any one of a number of your or 3rd party staff may be designated to receive COCs, acknowledgements, reports and/or invoices for specific projects. Our LIMS system organizes your data by project, allowing for **project-specific reporting & billing**. This also facilitates data mining for project-specific analyze histories or regulatory reports.

Eurofins' LIMS provides real time data queries by project, sample location, analytical parameter and/or data range. This feature is useful for **summary data reporting** (i.e. CCR) and source/system trending. Project status can also be tracked in real time to determine the progress of logins, analysis and reporting.

Report Examples

Included herein are example reports for weekly Bacteriological and weekly Chemical reports.

Sampling Services

Eurofins can offer as-needing professional and experienced field sampling services. RPU will coordinate with their assigned project manager to schedule sampling to ensure our primary or two backup samplers are available to support.

RPU Staff Development

Training will be offered complimentary to RPU staff. Eurofins employs subject matter experts in Analytical Methods, Field Sampling, Regulations, Health & Safety, and Quality Assurance & Control. In addition, all Eurofins instructors are state-approved to issue contact professional development hours.

Fee Schedule

Eurofins standard fee schedule is included herein for your reference. We offer analysis for almost 500 individual compliance, operational and/or emerging parameters in support of public water system water quality testing.

EXHIBIT "B"

COMPENSATION

Pricing

Included in this section is a completed, itemized Exhibit C fee schedule that included subtotals and a grand total offer. Fees are subject to change during the course of any final contract negotiation, should RPU choose to engage with Eurofins and/or request our price adjustment as part of a final contract. If there is a need to resample due to error in the analysis, such as a missed holding time, broken or lost sample, unmet QC objective, etc. as a result of an error on the part of Eurofins, RPU will be notified immediately and resample analysis will be conducted expeditiously and at no charge to RPU.

Miscellaneous Items

The following non-analytical services are included for your consideration:

Item	Unit Price
Sample Containers, preserved and pre-labeled with RPU site names	No Charge
Coolers, Ice Packs, Sampling Instructions, Additional Containers	No Charge
Customized Custody Forms with RPU site names	No Charge
Courier Delivery, Pick-Up or Drop Off at Service Center	No Charge
Preliminary Reporting Summary (daily)	No Charge
Results + Batch QC (blanks, spikes, surrogates, MRL checks)	No Charge
Watertrax EDT	No Charge
State Water Board Write-On database EDT	No Charge
EPA CDX EDT (for UCMR4)	No Charge
Web Data Files and Archive	No Charge
Monthly Custom Invoicing	No Charge

Field Sampler Rate $100/ hour

Other Surcharges

The following schedule applies to expedited delivery and delivery during non-standard hours:

Item	Rush Surcharge
Results in 5 working days	50%
Results in 3 working days	60%
Results in 2 working days	75%
Results in 1 working days	100%

Surcharges do not apply for routine/scheduled microbiological and treatment plant parameters.

Item	Unit Price
Weekend/Holiday Delivery, Pick Up or Sample Receipt	1.50 x listed unit price
Weekend/Holiday Analysis or Reporting	2.00 x listed unit price

RFP 2159: Exhibit C - Fee Schedule

Routine Monitoring (annual estimate, actuals can be more or less)

Analysis	Method	Qty.	Price	Total
Cl Residual (Field)	Provided on COC	6072	$ -	$ -
pH (Field)	Provided on COC	6072	$ -	$ -
Temperature (Field)	Provided on COC	6072	$ -	$ -
Bacti (P/A)		6400	$ 8.00	$ 51 200.00
Bacti (Quantitray)		440	$ 10.00	$ 4 400.00
Heterotrophic Plate Count (HPC)		6800	$ 6.00	$ 40 800.00
EDB/DBCP	EPA 504	480	$ 40.00	$ 19 200.00
EDB/DBCP 3 day RUSH (include Rush Charge)		840	$ 55.00	$ 46 200.00
VOCs	EPA 524	500	$ 50.00	$ 25 000.00
VOC - PCE & TCE Only	EPA 524	20	$ 40.00	$ 800.00
VOC - PCE & TCE Only 3 day RUSH (include Rush Charge)	EPA 524	1000	$ 45.00	$ 45 000.00
1,2,3-TCP	EPA 524-M	1100	$ 60.00	$ 66 000.00
1,2,3-TCP 3 day RUSH (include Rush Charge)	EPA 524-M	1100	$ 75.00	$ 82 500.00
Total Trihalomethanes	EPA 524	48	$ 40.00	$ 1 920.00
Haloacetic Acid		48	$ 60.00	$ 2 880.00
Total Organic Carbon (TOC)		48	$ 25.00	$ 1 200.00
Nitrate (NO3-N)		920	$ 10.00	$ 9 200.00
Nitrite (NO2-N)		1	$ 10.00	$ 10.00
Low Level Perchlorate	EPA 331 or 332	2000	$ 40.00	$ 80 000.00
Low Level Perchlorate 3 Day RUSH (include RUSH charge)	EPA 331 or 332	650	$ 75.00	$ 48 750.00
Perchlorate (DLR of 4)	EPA 314	10	$ 25.00	$ 250.00
Hexavalent Chromium (Cr6)		60	$ 40.00	$ 2 400.00
Arsenic		25	$ 10.00	$ 250.00
Iron & Manganese		105	$ 20.00	$ 2 100.00
Lead & Copper		60	$ 20.00	$ 1 200.00
School/Child Care Lead Testing		300	$ 10.00	$ 3 000.00
pH		4	$ 5.00	$ 20.00
General Mineral	Various	180	$ 85.00	$ 15 300.00
Inorganic Chemical	Various	180	$ 120.00	$ 21 600.00
General Physical (Color, Odor, Turbidity)	Various	620	$ 15.00	$ 9 300.00
Total Dissolved Solids (TDS)		8	$ 10.00	$ 80.00
Total Suspended Solids (TSS)		8	$ 10.00	$ 80.00
Pesticides	EPA 508	45	$ 75.00	$ 3 375.00
Herbicides	EPA 515	45	$ 75.00	$ 3 375.00
Regulated SOCs	EPA 525	55	$ 150.00	$ 8 250.00
Atrazine & Simazine only	EPA 507 or 525	40	$ 90.00	$ 3 600.00
Carbamates	EPA 531	45	$ 75.00	$ 3 375.00
Glyphosate	EPA 547	45	$ 75.00	$ 3 375.00
Endothall	EPA 548	45	$ 75.00	$ 3 375.00
Dioxin	EPA 1613	45	$ 175.00	$ 7 875.00
Diquat	EPA 549	45	$ 75.00	$ 3 375.00
Asbestos		50	$ 150.00	$ 7 500.00
Gross Alpha		252	$ 40.00	$ 10 080.00
Gross Alpha 5 day RUSH (include Rush Charge)		48	$ 75.00	$ 3 600.00
Uranium		300	$ 15.00	$ 4 500.00
Radium 226		45	$ 75.00	$ 3 375.00
Radium 228		45	$ 75.00	$ 3 375.00
Acrolein & Acrylonitrile	EPA 624	54	$ 75.00	$ 4 050.00
Total Inorganic Nitrogen (TIN)		4	$ 25.00	$ 100.00
97-005 list*		8	$ 4 000.00	$ 32 000.00
Anions		60	$ 20.00	$ 1 200.00
Nitrosamines	EPA 521	55	$ 150.00	$ 8 250.00
Microplastics		50	$ 500.00	$ 25 000.00
PFAS	EPA 537.1	380	$ 175.00	$ 66 500.00
PFAS - Extract Only (Field Blank)	EPA 537.1	50	$ 75.00	$ 3 750.00
Dissolved Oxygen		15	$ 10.00	$ 150.00
Specific Conductance		15	$ 5.00	$ 75.00
Boron		15	$ 10.00	$ 150.00
Turbidity only		8	$ 5.00	$ 40.00
*See attached 97-005 list and include pricing for all analyses			Total	$ 794 310.00

UCMR5 (4 quarters 1 entry point)

Analysis	Method	Qty.	Price	Total
PFAS	EPA 533	4	$ 250.00	$ 1 000.00
PFAS	EPA 537.1	4	$ 150.00	$ 600.00
Lithium	EPA 200.7	4	$ 25.00	$ 100.00
			Total	$ 1 700.00

Exhibit C
City of Riverside RFP 1794 Fee Schedule

Turn Around Time (TAT)	Rush Surcharge
Routine TAT	0%
5 Day Rush	50%
3 Day Rush	60%
2 Day Rush	75%
1 Day Rush	100%
Same Day Rush	200%

Miscellaneous Fees

Description	Qty	Price	Total
Prelabeled bottles in cooler with icepacks	1	No Charge	No Charge
Sample Pick Up	1	No Charge	No Charge
Sample Bottle Delivery	1	No Charge	No Charge
List any other anticipated fees here, i.e. sample disposal fee, Travel Blank analysis fee etc. (Ok to add lines.)	1		$ -
		Total	$ -

Please attach a standard price list for all other analytes

Grand Total	$ 796 010

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

Presently the lab employs over 140 permanent professional staff operating in a 34,000 square foot of analytical space. We have a $1M per year capital budget to fund new testing equipment, support key staff hires, expand our emerging contaminants research, improve information systems and expedite data delivery.

Eurofins is the recognized leader in drinking water regulatory testing. Our strengths include regulatory knowledge and methods development. Our staff is actively involved in regulatory program development and analytical methods. We work extensively with agencies at the Federal and State level as a laboratory testing stakeholder, assisting with analytical methods development, detection limits, quality assurance procedures and ongoing research. Our staff regularly attends AWWA, ACWA, ELTAC, TIN, WEF, WateReuse Association and other industry related conferences and workshops as attendees, presenters, donors and sponsor's.

Lead Project Staff

The following lead project staff offers an unparalleled technical resource to support of RPU's compliance monitoring programs:

Name	Position	Degree/ Discipline	Years of Experience	Years with Eurofins
Neely Davis	Project Manager	Enrolled in cert program	4	4
Rachelle Arada	Client Services Manager	B.S. Accounting	23	2
Lauren Collins	Account Manager	B.S. Management & Marketing	1	1

Ms. Neely Davis will serve RPU as Eurofins' assigned Project Manager. Ms. Davis has 4 years of industry experience in project management. She works in our Monrovia Laboratory and will be responsible for fulfilling all kit order requests, coordinating front-end logistics (deliveries, pick-ups, drop offs) and ensuring reporting of analytical data, reports and invoices correctly and on time. Neely approves all logged orders, review all final results and sign off on all reports, Watertrax EDDs and invoices.

Neely will work with Lisa Louis, our Microbiology Manager, to quickly learn historical values. They will ensure that appropriate RPU personnel are contacted when a potential sample is positive for total coliform, positive for E. coli, a Heterotrophic Plate Count is over 500 CFU, and/or MCL exceedance for 7th and Chicago compliance samples.

As an added measure of management oversight, Ms. Rachelle Arada supports Neely on a contingency basis and will provide management of the project and direct interface with each of our laboratory department supervisors when needed. Both Neely and Rachelle have a thorough understanding of your monitoring and reporting requirements, are aware of pending EPA and State Water Board regulations and successfully overseen compliance projects for several CA agencies.

Ms. Arada has over 23 years of industry experience, including 2 years as an employee of Eurofins. Her proficiencies are strong in client maintenance, sales, staff training and development. Ms. Arada is customer oriented team player with skills at all level of project management including cost estimates, orders, sample check-in, data review and project follow up. As Client Services Manager her primary focus is to maintain client relations and provide exceptional client service within her team of Analytical Service Managers. Ms. Arada has a Bachelor's of Science in Bachelor of Science in Accounting from the University of Santo Thomas, Philippines.

An additional layer of support will provided by Ms. Lauren Collins, Eurofins Account Manager. She will routinely meet with RPU staff to ensure feedback is received and translated into performance improvement on the part of Eurofins.

Support Staff

The following support staff maintains Eurofins's comprehensive testing capability and capacity to successfully meet RPU's compliance monitoring deadlines:

Name	Position	Degree/ Discipline	Years of Experience	Years with Eurofins
Colin Walters	President	M.S. Business Admin B.S. Accounting	18	2
Eddie Rodriguez	Laboratory Director	BS Chemical Engineering	33	2
Rick Zimmer	Technical & Regulatory Advisor	MBA BS Criminal Justice	30	30
Nilda Cox	Quality Assurance Manager	BS Chemistry	41	27
Marnellie Ramos	Organics Manager	BS Chemistry	20	3
Walter Hsieh	Inorganics Manager	BS Chemistry	37	22
Lisa Louie	Microbiology Manager	BS Microbiology	6	5

Subcontractors

For RPU samples, we only propose to subcontract <1% of the total project requirements to:

Eurofins Eaton Analytical, in South Bend, IN, CA Cert No. 2920.
Analytical Tests to perform: Backup for all Drinking Water methods

Eurofins Calscience, Inc. in Tustin, CA, CA Cert No. 2944.
Analytical Tests to perform: Acrolein & Acrylonitrile by 624, SVOCs by 8270

Eurofins St Louis in Earth City, MO, CA Cert No. 2886.
Analytical Tests to perform: Polonium 209, Cerium, Rubidium, Thorium