

## ITEM 4.12

### CITY MANAGER'S REPORT APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:**                               **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FGL ENVIRONMENTAL FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY'S DRINKING WATER PROGRAM AND CTF WASTEWATER PERMIT COMPLIANCE**

**RECOMMENDATION:**   **Adopt Resolution Approving a Professional Services Agreement with FGL Environmental for Water Quality Laboratory Services for the City of Lathrop's Drinking Water Program and Consolidated Treatment Facility Wastewater Permit Compliance**

---

#### **SUMMARY:**

Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City's Drinking Water Program and Consolidated Treatment Facility (CTF). Staff issued a Request for Proposals to six (6) qualified firms on February 22, 2023. Three (3) proposals from two (2) firms were received on March 8, 2023. After reviewing and ranking the proposals staff has determined FGL Environmental to be the best qualified firm to provide these services for the City.

Staff requests Council approve a professional services agreement (PSA) with FGL Environmental for Water Quality Laboratory Services for an annual cost of \$21,379 per year for the Drinking Water Program and \$120,754 per year for the CTF Permit Compliance.

Funds for the water quality laboratory services will be allocated in the Fund 5620 (Water) and Fund 6080 (WW Recycling Plant-#1 MBR) budgets for the 2023-2024 Fiscal Year.

#### **BACKGROUND:**

The City's water supply permit is administered by the State Water Resources Control Board Division of Drinking Water Testing and monitoring of water quality is required for conformance with the following regulations:

- State of California Title 22 Drinking Water
- Total Coliform Rule
- Arsenic Rule
- Lead and Copper Rule
- Groundwater Rule (pending)
- Disinfectant Byproduct Rule Stage II
- PFAS Monitoring Order

**APPROVE PSA WITH FGL FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY'S DRINKING WATER PROGRAM AND CTF WASTEWATER PERMIT COMPLIANCE**

The CTF currently disposes of disinfected tertiary recycled water to land under Waste Discharge Requirements (WDRs) Order R5-2018-0023. The City is in the process of transitioning the CTF effluent discharge to the San Joaquin River which is regulated under the City's National Pollutant Discharge Elimination System (NPDES) permit Order R5-2022-0044. Both of these permits are administered by the Central Valley Regional Water Quality Control Board.

**REASON FOR RECOMMENDATION:**

Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City's Drinking Water Program and the CTF. Staff issued a RFPs to six (6) qualified firms on February 22, 2023. Three (3) proposals from two (2) firms were received on March 8, 2023. After reviewing the proposals staff has determined FGL Environmental as the best-qualified firm to provide these services.

**FISCAL IMPACT:**

The estimated annual costs for the agreement with FGL Environmental to provide the Water Quality Laboratory Services is \$21,379 for the Drinking Water Program and \$120,754 for the CTF Wastewater Permit Compliance. Funds for the water quality laboratory services will be allocated in the Fund 5620 (Water) and Fund 6080 (WW Recycling Plant-#1 MBR) budgets for the 2023-2024 Fiscal Year.

**ATTACHMENTS:**

- A. Resolution Approving a Professional Services Agreement with FGL Environmental for Water Quality Laboratory Services for the City of Lathrop's Drinking Water Program and Consolidated Treatment Facility Wastewater Permit Compliance
- B. Professional Services Agreement with FGL Environmental for Water Quality Laboratory Services for the City of Lathrop's Drinking Water Program and Consolidated Treatment Facility Wastewater Permit Compliance

APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

APPROVE PSA WITH FGL FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY'S DRINKING WATER PROGRAM AND CTF WASTEWATER PERMIT COMPLIANCE


APPROVALS:



\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

03/25/2023

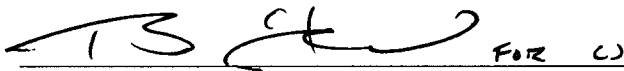
\_\_\_\_\_  
Date



\_\_\_\_\_  
Brad Taylor  
City Engineer

4/3/2023

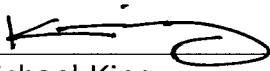
\_\_\_\_\_  
Date



\_\_\_\_\_  
Cari James  
Finance Director

3/31/2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Michael King  
Assistant City Manager

3.30.2023

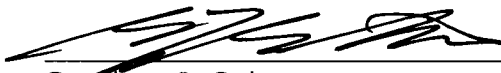
\_\_\_\_\_  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

3.30.2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

4.4.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FGL ENVIRONMENTAL FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY OF LATHROP'S DRINKING WATER PROGRAM AND CONSOLIDATED TREATMENT FACILITY WASTEWATER PERMIT COMPLIANCE**

**WHEREAS**, Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City's Drinking Water Program and Consolidated Treatment Facility (CTF); and

**WHEREAS**, staff issued a Request for Proposals to six (6) qualified firms on February 22, 2023, and three (3) proposals from two (2) firms were received on March 8, 2023; and

**WHEREAS**, after reviewing and ranking the proposals staff has determined FGL Environmental to be the best qualified firm to provide these services; and

**WHEREAS**, staff requests Council approve a professional services agreement with FGL Environmental for Water Quality Laboratory Services for an annual cost of \$21,379 per year for the Drinking Water Program and \$120,754 per year for the CTF Permit Compliance; and

**WHEREAS**, funds for the water quality laboratory services will be allocated in the Fund 5620 (Water) and Fund 6080 (WW Recycling Plant-#1 MBR) budgets for the 2023-2024 Fiscal Year.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve a professional services agreement with FGL Environmental for a total annual cost of \$21,379 per year for the Drinking Water Program and \$120,754 per year for the CTF Permit Compliance to be paid from the Fund 5620 (Water) and Fund 6080 (WW Recycling Plant-#1 MBR) respectively.

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of April 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

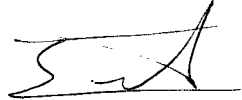
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CITY OF LATHROP**

**AGREEMENT FOR PROFESSIONAL SERVICES WITH FRUIT GROWERS  
LABORATORY, INC.**

**FOR CITY OF LATHROP WATER QUALITY TESTING LABORATORY SERVICES**

**THIS AGREEMENT**, dated for convenience this 1<sup>st</sup> day of July, 2023 is by and between Fruit Growers Laboratory, Inc. ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Drinking Water Quality Testing Laboratory Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Water Quality Testing Laboratory Services, as hereinafter defined, on the following terms and conditions;

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Water Quality Testing Laboratory Services in accordance with the scope of work and fee proposals provided by CONSULTANT, attached hereto as Exhibits "A" and "B" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposals shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$21,379.00, for the Drinking Water Quality Testing Laboratory Services set forth in Exhibit "A", and \$120,754.00 for the Wastewater Permit Compliance Water Quality Testing Laboratory Services set forth in Exhibit "B". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

**(3) Effective Date and Term**

The effective date of this Agreement is **July 1<sup>st</sup>, 2023** and it shall terminate no later than **June 30, 2024**.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jim Kavanaugh**, CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

**(9) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(10) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.



CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
  1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
  4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(11) Indemnification - CONSULTANT'S Responsibility**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(12) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(13) Business Licenses**

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

**(14) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

**(15) Funding**

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(16) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:                      City of Lathrop  
                                         City Clerk  
                                         390 Towne Centre  
                                         Lathrop, CA 95330

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330  
MAIN: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: Fruit Growers Laboratory, Inc.  
Corporate Office  
853 Corporation Street  
Santa Paula, CA 93012  
Phone: 805-392-2000

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(18) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

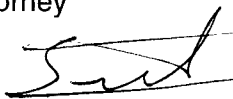
CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY TESTING LABORATORY SERVICES

**(19) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop  
City Attorney



3.30.2023

\_\_\_\_\_  
Salvador Navarrete

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

\_\_\_\_\_  
Date

Consultant:

Fruit Growers Laboratory, Inc.  
853 Corporation Street  
Santa Paula, CA 93012

Fed ID # 95-07550000  
Business License # **20225**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

City of Lathrop Water Quality Testing Fee Estimate 2023-2024  
Drinking Water Program

**EXHIBIT "B"**

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly System Monitoring: 8 Sites</b>			
SM9223B /Total & E.Coli Coliform	13	416	5408
Field Test – Field Chlorine Free	13	416	5408
<b>Monthly Bacti Wells 6, 7, 8, 9 &amp; 10</b>			
SM9223B / Total & E.Coli Coliform-QT-Colilert-100	13	60	780
Field Test – Field Chlorine Total	13	60	780
SM9215B HPC Standard Plate Count	34	60	2040
<b>Quarterly LAWTF (CR) Monitoring</b>			
EPA 200.8/Metals, Total-As	11	4	44
<b>Monthly LAWTF (CT) Monitoring</b>			
EPA 200.7/Metals, Total-Iron	11	12	132
<b>Weekly LAWTF (CT) Monitoring</b>			
EPA 200.8/Metals, Total-As	11	52	572
<b>Quarterly Stage 2 DBP Monitoring</b>			
EPA 551.1/ Trihalomethanes (4 Sites)	42	16	672
EPA 552.2/Haloacetic Acids (4 Sites)	89	16	1424
<b>Annual Arsenic Monitoring Wells 6, 7, 8, 9 &amp; 10</b>			
EPA 200.8/Metals, Total-As	11	5	55
<b>Annual Nitrate Monitoring Wells 6,7, 8, 9 &amp; 10</b>			
EPA 353.2 Nitrate/Nitrite Nitrogen	13	5	65
<b>Regulated VOCs Wells 7 &amp; 8</b>			
EPA 524.2 VOCs	120	2	240
<b>Regulated SOC Wells 6, 7, 8, 9 &amp; 10</b>			
SRL 524M-TCP/1,2,3 - Trichloropropane	68	5	340
<b>Quarterly PFAS Wells 6, 7, 8, 9 &amp; 10</b>			
EPA 533/PFAS	295	5	1475

Total Price Quote =	\$	19,435
Add 10% Contingency for unscheduled testing	\$	1,944
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>21,379</b>



City of Lathrop Water Quality Testing Fee Estimate Fiscal Year 2023-2024  
Wastewater Permit Compliance

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Daily Total &amp; Fecal Coliform (EFF-001)</b>			
SM9221B,E/Total & Fecal Coliform	33	365	12045
<b>Weekly BOD5 and Total Suspended Solids (INF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	33	52	1716
SM2540D/Total Suspended Solids (TSS)	20	52	1040
Electrical Conductivity @ 25 degrees Celsius	15	52	780
<b>Weekly BOD5 (EFF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	33	52	1716
<b>Monthly Total Dissolved Solids, Total Nitrogen (as N), Total Suspended Solids (EFF-001)</b>			
SM2540C/Total Dissolved Solids (TDS)	20	12	240
Total Nitrogen	20	12	240
SM2540D/Total Suspended Solids (TSS)	20	12	240
<b>Weekend and Holiday Effluent Monitoring (EFF-002)</b> This monitoring will occur when the CTF is sending water through the cooling ponds, which will typically occur October–April, annually			
Temperature	11	70	770
pH	11	70	770
<b>Monthly Effluent Monitoring (EFF-001)</b>			
EPA 624.1/VOCs (DBCM, DCBM, Bromoform, Chloroform)	140	12	1680
EPA 200.7/EPA 200.8/Individual Metals – Barium (Ba)	11	12	132
EPA 300.0/SM4500/Nitrate (NO3-N)	20	12	240
EPA 300.0/SM4500/Nitrite (NO2-N)	20	12	240
Calculate from EPA 300.0/SM4500/Nitrate + Nitrite as N (NO3-N + NO2-N)	20	12	240
<b>Quarterly Effluent Monitoring (EFF-001)</b>			
SM 5310C/Dissolved Organic Carbon	51	4	204
SM2340B/Total Hardness (as CaCO3)	29	4	116
EPA 1630/Mercury – Methyl Mercury	165	4	660
EPA 1631/EPA 1669/Mercury - Total	95	4	380
EPA 200.7/EPA 200.8/Individual Metals – Lead (Pb)	11	4	44
<b>Annual Effluent Monitoring (EFF-001)</b>			
Chlorpyrifos and Diazinon – U.S. EPA Method 625M, Method 8141, or equivalent GC/MS method with a lower Reporting Limit than the Basin Plan Water Quality Objectives of 0.015 µg/L and 0.1µg/L for chlorpyrifos and diazinon	395	1	395
<b>Whole Effluent Toxicity (WET) Testing (EFF-001)</b>			
Bioassay – Acute Toxicity, Rainbow Trout	580	4	2320
Bioassay – Chronic Toxicity, 3-Species, 6-Dilutions + Control (lab water). [An amendment to the NPDES permit is anticipated in 2023 that will allow a standard 5-concentration dilution series.] Include concurrent reference toxicant test.	5960	4	23840

City of Lathrop Water Quality Testing Fee Estimate Fiscal Year 2023-2024

Wastewater Permit Compliance

<b>Pyrethroid-related Toxicity Testing (one location [RSW-002 or RSW-003])</b>			
Bioassay – Acute Toxicity, Hyalella Azteca	775	4	3100
<b>Monthly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM4500-NH3-N/Ammonia Nitrogen (as N	21	24	504
<b>Quarterly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM 5310C/Dissolved Organic Carbon	51	8	408
EPA 200.7/Hardness, Total (as CaCO3)	29	8	232
<b>Pyrethroid Pesticides Monitoring (EFF-001 and one RSW location [RSW-002 or RSW-003])</b>			
Total Pyrethroid Pesticides – EPA 8270 or equivalent. Method must be validated by the Central Valley Water Board per the NPDES permit, Monitoring and Reporting Program, section IX.D.	281	8	2248
Total Organic Carbon (TOC)	45	8	360
<b>Effluent and Receiving Water Characterization Monitoring (EFF-001 and RSW-001) Constituents in the NPDES permit, MRP, Table E-10 Table E-10 constituents routinely monitored and listed above are not included in the quote list below</b>			
EPA 624.1/VOCs Full List	140	8	1120
EPA 625.1/Semi-Volatile Organics	395	8	3160
EPA 200.2/Metals – Sample Prep	18	8	144
EPA 200.7/EPA 200.8/Priority Pollutant Metals	11	8	88
EPA 200.7/Boron	11	8	88
EPA 300.0/Chloride	20	8	160
EPA 4500-CN CE/Cyanide, Total (as CN)	50	8	400
EPA 200.7/EPA 200.8 Phosphorous, Total (as P)	31	8	248
EPA 300.0/Sulfate	21	8	168
SM 4500-S D/Sulfide (as S)	21	8	168
EPA 608.3/Chlorinated Pesticides & PCBs	113	8	904
SM5540C/Foaming Agents (MBAS)	42	8	336
SM2340B/Hardness (as CaCO3)	29	8	232
SM2540C/Total Dissolved Solids	20	8	160
SM4500-NH3 G or equivalent/Ammonia (as N)	21	8	168
EPA 300.0/SM4500/Nitrate (as N)	20	8	160
EPA 300.0/SM4500/Nitrite (as N)	20	8	160
SRL 524M-TCP/1,2,3 - Trichloropropane	68	8	544
EPA 504.1/EDB & DBCP	95	8	760
EPA 515.3/Herbicides	106	8	848
EPA 525.2/EPA 507/Pesticides, Full List	245	8	1960
EPA 531.1/Carbamates	124	8	992
EPA 548.1/Endothal	165	8	1320
EPA 549.2/Diquat	106	8	848
Krones / Tribulytin	255	8	2040
<b>Annually (Water Supply)</b>			
SM2540C/Total Dissolved Solids (TDS)	20	1	20

City of Lathrop Water Quality Testing Fee Estimate Fiscal Year 2023-2024

Wastewater Permit Compliance

EPA 200/Prep for Total Metals Analysis	18	1	18
EPA 200.7/EPA 200.8 Standard Minerals	98	1	98
pH	15	1	15
<b>Annually (Sludge Monitoring)</b>			
SM9221 B,E/Total & Fecal Coliform	45	1	45
Solids, Total (or % moisture) (Solid)	13	1	13
SM4500-NH3H/Ammonia Nitrogen (NH3-N) (Solid)	21	1	21
SM2510B/Electrical Conductivity (EC) (Solid)	15	1	15
EPA 300.0/Nitrate (NO3 or NO3-N) (Solid)	20	1	20
SM4500-Norg/Nitrogen, Organic (TKN-NH3-N) (Solid)	45	1	45
EPA 351.1/Total Kjeldal Nitrogen (TKN) (Solid)	38	1	38
EPA 9045/pH (Solid)	25	1	25
SM2540C/Total Dissolved Solids (TDS) (Solid)	20	1	20
EPA 200/Prep for Total Metals Analysis	18	1	18
EPA 200.7/EPA 200.8/Individual Metals	11	1	11
EPA 8081	130	1	130
EPA 8082	130	1	130
EPA 8270	281	1	281
EPA 7471/Mercury (Solid)	45	1	45
<b>Industrial Pretreatment Program Monitoring in 2024 Per NPDES Permit, MRP, X.D.5.A (effluent testing for the IPP will be fulfilled with the effluent characterization samples in the table above)</b>			
Influent – Federal Priority Pollutant List (except asbestos) <a href="https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority">https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority</a>	1145	1	1145
Biosolids – Federal Priority Pollutant List (except asbestos) <a href="https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority">https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority</a>	1145	1	1145
<b>Field Services</b>			
Sample Pick Up, Standard Weekday	30	260	7800
Sample Collection Fee – Saturday/Sunday	45	104	4680
Sample Collection Fee - Holiday	75	12	900

Total Price Quote =	\$	90,754
Contingency for unscheduled testing	\$	30,000
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>120,754</b>

Appendix B

Bid Pricing from  
FGL Environmental

Provide a fee proposal by completing the unit and extended prices tests presented below, including a total price quote (including sampling fee). The numbers of annual samples presented are estimates for bid comparison purposes only and actual quantities under the contract may vary from year to year:

1. Drinking Water Tests (SWRCB-DDW letter dated November 30, 2022 and Public Drinking Water Watch website (<https://sdwis.waterboards.ca.gov/PDWW/>))

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly System Monitoring: 8 Sites</b>			
SM9223B /Total & E.Coli Coliform	\$13	416	\$ 5408
Field Test – Field Chlorine Free	\$13	416	\$ 5408

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Monthly Bacti Wells (Wells 6, 7, 8, 9 &amp; 10)</b>			
SM9223B / Total & E.Coli Coliform	\$13	60	\$ 780
Field Test – Field Chlorine Total	\$13	60	\$ 780
SM9215B HPC Standard Plate Count	\$34	60	\$ 2040

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Annual Nitrogen (as N) Monitoring (Wells 6, 7, 8, 9 &amp; 10)</b>			
EPA 353.2 Nitrate/Nitrite Nitrogen	\$13	5	\$ 65

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>3 year Nitrite and Nitrate +Nitrite Monitoring (Wells 6, 7, 8, 9 &amp; 10)</b>			
EPA 353.2 Nitrate/Nitrite Nitrogen	\$13	5	\$ 65

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>3-year Regulated GM/GP Wells 6, 7, 8, 9 &amp; 10)</b>			
Various – General Mineral (Alkalinity, Boron, Calcium, Carbonate, Chloride, Copper, Aggressive Index, Bicarbonate, Fluoride, Foaming Agents, Hydroxide, Iron, Langlier Index, Magnesium, Manganese, Nitrate, Nitrite, pH, Potassium, Sodium, SAR, Electrical Conductivity, Sulfate, TDS, Total Hardness, Zinc)		5 @ \$99	\$ 495
Various – IOC Metals (Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Vandadium)		5 @\$112	\$ 560
Various – General Physical (Color, Odor, Turbidity)		5 @21	\$ 105

City of Lathrop RFP  
 Water Quality Laboratory Services (Drinking Water)

February 22, 2023  
 Bid Pricing from FGL  
 Environmental

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Volatile Organic Chemicals Wells (Wells 6, 7, 8, 9 &amp; 10)</b>			
EPA 524.2/VOCs	\$120	5	\$ 600

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Regulated Synthetic Organic Chemicals Wells (Wells 6, 7, 8, 9 &amp; 10)</b>			
DBCP/EDB	\$95	5	\$ 480
Atrazine & Simazine	\$145	5	\$ 725

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Semi-Annual Perchlorate (Wells 6, 7, 8, 9 &amp; 10)</b>			
EPA 314.0/Perchlorate	\$39	5	\$ 195

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>1,2,3 -Trichloropropane (Wells 6,7,8,9 &amp; 10)</b>			
CASRL - 524M-TCP	\$68	10	\$ 680

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>PFAS (Wells 6,7,8,9 &amp; 10) Quarterly Monitoring</b>			
EPA 533/PFAS	\$295	20	\$ 5900

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Gross Alpha (Wells 9 &amp; 10)</b>			
Gross Alpha	\$31	2	\$ 62

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Uranium (Wells 9 &amp; 10)</b>			
Uranium	\$21	2	\$ 42

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Radium-226 and Radium 228 (Wells 9 &amp; 10)</b>			
Uranium	\$64 + 139	2	\$ 406

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>3-year Lead and Copper 30 sites</b>			
EPA 200.7/200.8 Copper (Cu) and Lead (Pb)	\$22	30	\$ 660

City of Lathrop RFP  
Water Quality Laboratory Services (Drinking Water)

February 22, 2023  
Bid Pricing from  
FGL Environmental

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Quarterly Drinking Water Monitoring (Stage 2 DBPR Compliance)</b>			
EPA 551.1/ Trihalomethanes (4 Sites)	\$42	16	\$ 672
EPA 552.2/ Haloacetic Acids (4 Sites)	\$89	16	\$ 1424

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>9-year Asbestos Monitoring (Distribution System with AC Pipe)</b>			
Asbestos	\$180	1	\$ 180

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>LAWTF Combined Treated Weekly Monitoring</b>			
EPA200.7/EPA 200.8 Individual Metals - Arsenic	\$11	52	\$ 572

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>LAWTF Combined Treated Monthly Monitoring</b>			
EPA200.7/EPA 200.8 Individual Metals Iron		12 @ \$11	\$ 132

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>LAWTF Combined Raw Quarterly Monitoring</b>			
EPA200.7/EPA 200.8 Individual Metals Arsenic	\$11	4	\$ 44

2. Allowance for six (6) unscheduled Bac-T tests for water system maintenance and repairs, and for two semi-annual monitoring events for TDS at five water supply wells and two monitoring wells (neither of these results are reported to the State).

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Unscheduled Bac-T tests for Water System Maintenance</b>			
SM9223B /Total & E.Coli Coliform	\$13	6	\$ 78
Field Test – Field Chlorine Free	\$13	6	\$ 78
Sampling – Routine Bacti Monitoring	\$30	6	\$ 180

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Semi-Annual Monitoring for TDS</b>			
EPA 160.1 TDS	\$22	14	\$ 308

Total Price Quote (Drinking Water Program): \$ 29,124.00

Bid Pricing from FGL Environmental

**Appendix B**

Provide a fee proposal by completing the unit and extended prices tests presented below, including a total price quote (including all fees). The numbers of **annual** samples presented are estimates for bid comparison purposes only and actual quantities under the contract may vary from year to year:

1. WDR R5-2016-0028-03 REV3 Monitoring and Reporting Program

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Daily Total &amp; Fecal Coliform (EFF)</b>			
SM9221B.E/Total & Fecal Coliform	\$33 (LTB-15)	365	\$12045

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly BOD5 and Total Suspended Solids (INF)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)		52 @\$33	\$ 1716
SM2540D/Total Suspended Solids (TSS)		52 @ 20	\$ 1040

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly BOD5 (EFF)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	\$33	52	\$ 1716

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Monthly Total Dissolved Solids, Total Nitrogen (as N), Total Suspended Solids (EFF)</b>			
SM2540C/Total Dissolved Solids (TDS)	\$20	12	\$ 240
Total Nitrogen	\$20	12	\$ 240
SM2540D/Total Suspended Solids (TSS)	\$20	12	\$ 240

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Annual Priority Pollutants Listed in Table 1 and Table 2 of the WDRs MRP R5-2016-0028-03 REV3 Will be Fulfilled with Effluent Characterization Testing under the NPDES permit, see table below.</b>			
N/A			

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Annually (Water Supply)</b>			
SM2540C/Total Dissolved Solids (TDS)	\$20	1	\$ 20
EPA 200/Prep for Total Metals Analysis	\$18	1	\$ 18
EPA 200.7/EPA 200.8 Standard Minerals	\$98	1	\$ 98
pH	\$15	1	\$ 15

City of Lathrop RFP  
 Water Quality Laboratory Services (CTF)

February 22, 2023  
 Bid Pricing from  
 FGL Environmental

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Annually (Sludge Monitoring)</b>			
SM9221 B,E/Total & Fecal Coliform	\$45	1	\$ 45
Solids, Total (or % moisture) (Solid)	\$13	1	\$ 13
SM4500-NH3H/Ammonia Nitrogen (NH3-N) (Solid)	\$21	1	\$ 21
SM2510B/Electrical Conductivity (EC) (Solid)	\$15	1	\$ 15
EPA 300.0/Nitrate (NO3 or NO3-N) (Solid)	\$20	1	\$ 20
SM4500-Norg/Nitrogen, Organic (TKN-NH3-N) (Solid)	\$45	1	\$ 45
EPA 351.1/Total Kjeldal Nitrogen (TKN) (Solid)	\$38	1	\$ 38
EPA 9045/pH (Solid)	\$25	1	\$ 25
SM2540C/Total Dissolved Solids (TDS) (Solid)	\$20	1	\$ 20
EPA 200/Prep for Total Metals Analysis	\$18	1	\$ 18
EPA 200.7/EPA 200.8/Individual Metals	\$11	1	\$ 11 each
EPA 8081	\$130	1	\$ 130
EPA 8082	\$130	1	\$ 130
EPA 8270	\$281	1	\$ 281
EPA 7471/Mercury (Solid)	\$45	1	\$ 45

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Field Services</b>			
Sample Pick Up, Standard Weekday	\$30	260	\$ 7800
Sample Collection Fee - Saturday/Sunday	\$45	104	\$ 4680
Sample Collection Fee - Holiday	\$75	12	\$ 900

Total Quote (CTF WDR MRP): \$31,625.00

Bid Pricing from  
 FGL Environmental



City of Lathrop RFP  
Water Quality Laboratory Services (CTF)

February 22, 2023  
Bid Pricing from  
FGL Environmental

2. Order R5-2022-0004 NPDES CA0085359 Monitoring and Reporting Program (MRP)

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly Influent Monitoring (INF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)		52 @ \$33	\$ 1716
SM2540D Total Suspended Solids (TSS)		52 @ \$20	\$ 1040
Electrical Conductivity @ 25 °C		52 @ \$15	\$ 780

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Daily Effluent Monitoring (EFF-001)</b>			
SM9221B,E/Total & Fecal Coliform	\$45	365	\$16425

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>3/Week Effluent Monitoring (EFF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)		156 @ \$33	\$ 5148
SM2540D Total Suspended Solids (TSS)		156 @ \$20	\$ 3120

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly Effluent Monitoring (EFF-001)</b>			
SM4500-NH3-N/Ammonia Nitrogen (as N)		52 @ \$21	\$ 1092
Electrical Conductivity @ 25 °C		52 @ \$ 15	\$ 780

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekend and Holiday Effluent Monitoring (EFF-002)</b>			
This monitoring will occur when the CTF is sending water through the cooling ponds, which will typically occur October–April, annually			
Temperature	\$ 11	70	\$ 770
pH	\$ 11	70	\$ 770

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Monthly Effluent Monitoring (EFF-001)</b>			
EPA 624.1/VOCs (DBCM, DCBM, Bromoform, Chloroform)	\$140	12	\$ 1680
EPA 200.7/EPA 200.8/Individual Metal Barium (Ba)	\$11	12	\$ 132
EPA 300.0/SM4500/Nitrate (NO3-N)	\$20	12	\$ 240
EPA 300.0/SM4500/Nitrite (NO2-N)	\$20	12	\$ 240
Calculate from EPA 300.0/SM4500/Nitrate + Nitrite as N (NO3-N + NO2-N)	\$20	12	\$ 240

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Quarterly Effluent Monitoring (EFF-001)</b>			
SM 5310C/Dissolved Organic Carbon		4 @ \$51	\$ 204
SM2340B/Total Hardness (as CaCO3)		4 @ \$29	\$ 116
EPA 1630/Mercury – Methyl Mercury		4 @ \$165	\$ 660
EPA 1631/EPA 1669/Mercury - Total		4 @ 95	\$ 380
EPA 200.7/EPA 200.8/Individual Metals Lead (Pb)		4 @ 11 (each)	\$ 44

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Annual Effluent Monitoring (EFF-001)</b>			
Chlorpyrifos and Diazinon – U.S. EPA Method 625M, Method 8141, or equivalent GC/MS method with a lower Reporting Limit than the Basin Plan Water Quality Objectives of 0.015 µg/L and 0.1 µg/L for chlorpyrifos and diazinon	\$395	1	\$ 395

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Whole Effluent Toxicity (WET) Testing (EFF-001)</b>			
Bioassay – Acute Toxicity, Rainbow Trout		4 @ \$580	\$ 2320
Bioassay – Chronic Toxicity, 3-Species, 6-Dilutions + Control (lab water). [An amendment to the NPDES permit is anticipated in 2023 that will allow a standard 5-concentration dilution series.] Include concurrent reference toxicant test.		4 @ \$5960	\$23840

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Pyrethroid-related Toxicity Testing (one location [RSW-002 or RSW-003])</b>			
Bioassay – Acute Toxicity, Hyalella Azteca		4 @ \$775	\$ 3100

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Monthly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM4500-NH3-N/Ammonia Nitrogen (as N)	\$ 21	24	\$ 504

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Quarterly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM 5310C/Dissolved Organic Carbon	\$ 51	4	\$ 204
EPA 200.7/Hardness, Total (as CaCO3)	\$ 29	4	\$ 116

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Pyrethroid Pesticides Monitoring (EFF-001 and one RSW location [RSW-002 or RSW-003])</b>			
Total Pyrethroid Pesticides – EPA 8270 or equivalent. Method must be validated by the Central Valley Water Board per the NPDES permit, Monitoring and Reporting Program, section IX.D.	\$ 281	8	\$ 2248
Total Organic Carbon (TOC)	\$ 45	8	\$ 360

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Effluent and Receiving Water Characterization Monitoring (EFF-001 and RSW-001)</b>			
<b>Constituents in the NPDES permit, MRP, Table E-10</b>			
<b>Table E-10 constituents routinely monitored and listed above are not included in the quote list below</b>			
EPA 624.1/VOCs Full List	\$ 140	8	\$ 1120
EPA 625.1/Semi-Volatile Organics	\$ 395	8	\$ 3160
EPA 200.2/Metals – Sample Prep	\$ 18	8	\$ 144
EPA 200.7/EPA 200.8/Priority Pollutant Metals	\$ 11 (per metal)	8	\$ 88
EPA 200.7/Boron	\$ 11	8	\$ 880
EPA 300.0/Chloride	\$ 20	8	\$ 160
EPA 4500-CN CE/Cyanide, Total (as CN)	\$ 50	8	\$ 400

City of Lathrop RFP  
Water Quality Laboratory Services (CTF)

February 22, 2023  
Bid Pricing from  
FGL Environmental

EPA 200.7/EPA 200.8 Phosphorous, Total (as P)	\$ 31	8	\$ 248
EPA 300.0/Sulfate	\$ 21	8	\$ 168
SM 4500-S D/Sulfide (as S)	\$ 21	8	\$ 168
EPA 608.3/Chlorinated Pesticides & PCBs	\$ 113	8	\$ 904
SM5540C/Foaming Agents (MBAS)	\$ 42	8	\$ 336
SM2340B/Hardness (as CaCO3)	\$ 29	8	\$ 232
SM2540C/Total Dissolved Solids	\$ 20	8	\$ 160
SM4500-NH3 G or equivalent/Ammonia (as N)	\$ 21	8	\$ 168
EPA 300.0/SM4500/Nitrate (as N)	\$ 20	8	\$ 160
EPA 300.0/SM4500/Nitrite (as N)	\$ 20	8	\$ 160
SRL 524M-TCP/1,2,3 - Trichloropropane	\$ 68	8	\$ 544
EPA 504.1/EDB & DBCP	\$ 95	8	\$ 760
EPA 515.3/Herbicides	\$ 106	8	\$ 848
EPA 525.2/EPA 507/Pesticides, Full List	\$ 245	8	\$ 1960
EPA 531.1/Carbamates	\$ 124	8	\$ 992
EPA 548.1/Endothal	\$ 165	8	\$ 1320
EPA 549.2/Diquat	\$ 106	8	\$ 848
Krones / Tribulytin	\$ 255	8	\$ 2040

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Field Services</b>			
Sample Pick Up, Standard Weekday	\$ 30	260	\$ 7800
Sample Collection Fee – Saturday/Sunday	\$ 45	104	\$ 4680
Sample Collection Fee - Holiday	\$ 75	12	\$ 900

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Industrial Pretreatment Program Monitoring in 2024</b> Per NPDES Permit, MRP, X.D.5.A (effluent testing for the IPP will be fulfilled with the effluent characterization samples in the table above)			
Influent – Federal Priority Pollutant List (except asbestos) <a href="https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority">https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority</a>	\$1145	1	\$ 1145
Biosolids – Federal Priority Pollutant List (except asbestos) <a href="https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority">https://www.epa.gov/eg/toxic-and-priority-pollutants-under-clean-water-act#priority</a>	\$1245	1	\$ 1245

Total Price Quote (CTF NPDES MRP): \$120,647.00

Bid Pricing from FGL Environmental

**PAGE LEFT  
INTENTIONALLY  
BLANK**