

**ITEM 4.17**

**CITY MANAGER’S REPORT  
JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY’S REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER, STORMWATER AND WASTEWATER**

**RECOMMENDATION: Adopt Resolution Approving a Professional Services Agreement with Fruit Growers Laboratory, Inc. for Water Quality Laboratory Services for the City of Lathrop’s Regulatory Compliance Programs for Drinking Water, Stormwater and Wastewater**

**SUMMARY:**

Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City’s Drinking Water Program and Consolidated Wastewater Treatment Facility (CTF).

Staff requests Council approve a professional services agreement (PSA) with Fruit Growers Laboratory, Inc. (FGL) for Water Quality Laboratory Services for a total annual cost of \$204,723 as follows:

<b>Regulatory Program</b>	<b>Compliance</b>	<b>Annual Cost</b>	<b>Funding Source(s)</b>
Routine Drinking Water Tests		\$37,540	Fund 5620
Stormwaters (Spills/Illicit) Phase II Small MS4		\$1,352	Funds 2020, 2500, 2510, 2560, 2570, 2640, 2670, 2680
NPDES Analysis Consolidated Treatment Facility		\$161,640	Fund 6080
Annual Sampling Requirements Industrial Pretreatment Program		\$4,191	Fund 6080

Funds for the water quality laboratory services have been allocated in the respective budgets for the Fiscal Year 2024-25 drinking water, stormwater, wastewater and industrial pretreatment regulatory compliance programs.

**BACKGROUND:**

Staff issued a Request for Proposals (RFPs) to six (6) qualified firms on February 22, 2023 to provide water quality testing services for a contract term of two years, renewable annually at the City’s discretion for up to a total of five years. Proposals from two (2) firms were received on March 8, 2023. After reviewing and ranking the

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proposals staff determined FGL to be the best qualified firm to provide these services for the City. On April 10, 2023 Council approved a PSA with FGL for the City’s drinking water and CTF permit compliance programs for Fiscal Year 2023-24.

At the request of staff, FGL has provided scope and fee proposals to issue a new professional services agreement to provide ongoing water quality laboratory services for the City’s regulatory compliance programs for Fiscal Year 2024-25.

**REASON FOR RECOMMENDATION:**

Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City’s drinking water, stormwater, wastewater and industrial pretreatment regulatory compliance programs. In February 2023, Staff issued RFPs to six (6) qualified firms to provide water quality testing services for the City’s drinking water and CTF wastewater regulatory compliance programs. Proposals from two (2) firms were received. After reviewing the proposals staff determined FGL as the best-qualified firm to provide these services, and staff is requesting Council to approve a PSA with FGL for Water Quality Laboratory Services for a total annual cost of \$204,723 for Fiscal Year 2024-25.

**FISCAL IMPACT:**


The estimated annual costs for the agreement with FGL to provide the Water Quality Laboratory Services is \$37,540 for the Drinking Water Program, \$1,352 for the Phase II MS4 (stormwater), \$161,640 for the CTF Wastewater Permit Compliance and \$4,191 for the Industrial Pretreatment Program for a total cost of \$204,723. Funds for the water quality laboratory services have been allocated in the respective budgets for the 2024-2025 Fiscal Year drinking water, stormwater, wastewater and industrial pretreatment regulatory compliance programs.

**ATTACHMENTS:**

- A. Resolution Approving a Professional Services Agreement with Fruit Growers Laboratory, Inc. for Water Quality Laboratory Services for the City of Lathrop’s Regulatory Compliance Programs for Drinking Water, Stormwater and Wastewater
- B. Professional Services Agreement with Fruit Growers Laboratory, Inc. for Water Quality Laboratory Services for the City of Lathrop’s Regulatory Compliance Programs for Drinking Water, Stormwater and Wastewater

**CITY MANAGER'S REPORT**  
**JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FGL**  
**ENVIRONMENTAL FOR WATER QUALITY LABORATORY SERVICES FOR THE**  
**CITY'S REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER,**  
**STORMWATER AND WASTEWATER**


**APPROVALS:**

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

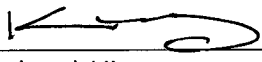
05/21/2024  
Date

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


5/22/2024  
Date

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

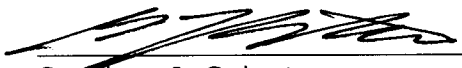
5/23/2024  
Date

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

5.23.2024  
Date

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

5.22.2024  
Date

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

5.30.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY OF LATHROP'S REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER, STORMWATER AND WASTEWATER**

**WHEREAS**, Water Quality Laboratory Services are needed to maintain regulatory compliance for permits associated with the City's Routine Drinking Water Tests, stormwaters Phase II Small MS4, NPDES Analysis at the Consolidated Treatment Facility (CTF), and Industrial Pretreatment Program; and

**WHEREAS**, in February 2023, staff issued a Request for Proposals to six (6) qualified firms to provide water quality testing services for a contract term of two years, renewable annually at the City's discretion for up to a total of five years, and proposals from two (2) firms were received on March 8, 2023; and

**WHEREAS**, after reviewing and ranking the proposals staff has determined Fruit Growers Laboratory, Inc. (FGL) to be the best qualified firm to provide these services; and

**WHEREAS**, on April 10, 2023 Council approved a professional services agreement (PSA) with FGL for the City's drinking water and CTF permit compliance programs for the Fiscal Year 2023-24; and

**WHEREAS**, at the request of staff, FGL has provided scope and fee proposals to provide ongoing water quality laboratory services for the City's regulatory compliance programs for Fiscal Year 2024-25; and

**WHEREAS**, staff requests Council approve a PSA with FGL for Water Quality Laboratory Services for a total annual cost of \$204,723 as follows:

<b>Regulatory Program</b>	<b>Compliance</b>	<b>Annual Cost</b>	<b>Funding Source(s)</b>
Routine Drinking Water Tests		\$37,540	Fund 5620
Stormwaters (Spills/Illicit) Phase II Small MS4		\$1,352	Funds 2020, 2500, 2510, 2560, 2570, 2640, 2670, 2680
NPDES Analysis Consolidated Treatment Facility		\$161,640	Fund 6080
Annual Sampling Requirements Industrial Pretreatment Program		\$4,191	Fund 6080

; and

**WHEREAS**, funds for the water quality laboratory services have been allocated in the respective budgets for the Fiscal Year 2024-25 drinking water, stormwater, wastewater and industrial pretreatment regulatory compliance programs.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve a professional services agreement with Fruit Growers Laboratory, Inc. for a total annual cost of \$204,723 to provide ongoing water quality laboratory services for the City's drinking water, stormwater, wastewater and industrial pretreatment regulatory compliance programs for Fiscal Year 2024-25.

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of June 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

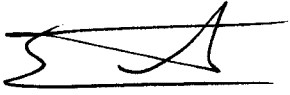
ABSTAIN:

\_\_\_\_\_  
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 WATER QUALITY LABORATORY SERVICES FOR THE CITY OF LATHROP'S  
REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER,  
STORMWATER AND WASTEWATER**

**THIS AGREEMENT**, dated for convenience this **10<sup>th</sup> day of June, 2024** 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 Water Quality 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 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 Laboratory Services in accordance with the scope of work and fee proposals provided by CONSULTANT, attached hereto as Exhibits "A", "B", "C" and "D" 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 \$37,540, for the Drinking Water Testing Laboratory Services at rates set forth in Exhibit "A", \$1,352 for the Stormwater Permit Compliance Water Quality Laboratory Services set forth in Exhibit "B", \$161,640 for the Wastewater Permit Compliance Water Quality Laboratory Services set forth in Exhibit "C" and \$4,191 for the Industrial Pretreatment Program set forth in Exhibit "D", with a total sum not to exceed \$204,723. 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", "B", "C" and "D", unless a written change order or

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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, 2024** and it shall terminate no later than **June 30, 2025**.

**(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 Exhibits "A", "B", "C" and "D" 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



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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: **Glenn Olsen**, 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

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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.

- (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.

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

- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (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

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

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.

- (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

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

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 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 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 93060  
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

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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 LABORATORY SERVICES

**(19) Signatures**

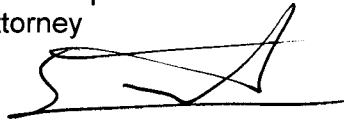
The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding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



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

Approved as to Form:

City of Lathrop  
City Attorney



5.22.2024

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

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

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

\_\_\_\_\_  
Date

Approved by:  
Resolution No:

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 93060

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**ENVIRONMENTAL AGRICULTURAL**  
Analytical Chemists

**Date: May 8, 2024**

**To: City of Lathrop - 3008507**  
Attn: Greg Gibson **E-Mail ggibson@ci.lathrop.ca.us**

**Subject: Price Quote No: ST 20240508-04 . . Routine DW Water Tests 2024/25**

Good day Greg,

FGL appreciates the opportunity to provide this quote. Please contact the lab at (209) 942-0182 to schedule your sampling events or obtain supplies. Please review footnotes for additional information. We look forward to being of service.

**Quote For Time Period: July 01, 2024 through June 30, 2025**

**Sampled By: FGL Sampling**

Constituent	Analytical Method	Price per Sample
Total & E.Coli Coliform - Colilert P/A	SM9223B	14.00
Total & E.Coli Coliform - QT - Colilert - 100	SM9223B	19.00
HPC Standard Plate Count	SM9215B	36.00
Nitrate + Nitrite as N (NO3-N + NO2-N)	SM4500-NO3F	27.00
Nitrite-Nitrogen (NO2-N)	EPA 300.0/SM4500	14.00
Nitrate-Nitrogen (NO3-N)	EPA 300.0/SM4500	14.00
<b>General Mineral</b> (Alkalinity, Boron, Calcium, Carbonate, Chloride, Copper, Aggressive Index, Bicarbonate, Fluoride, Foaming Agents, Hydroxide, Iron, Langlier Index, Magnesium, Manganese, Nitrate, Nitrite, pH, Potassium, Sodium, Sodium Absorption Ratio, Electrical Conductivity, Sulfate, Total Dissolved Solids, Total Hardness, Zinc)	Various	104.00
<b>IOC Metals</b> (Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Vanadium)	Various	118.00
<b>General Physical</b> (Color, Odor, Turbidity)	Various	22.00
Subcontract: EDB & DBCP	EPA 504.1	101.00
Subcontract: VOC - Atrazine & Simazine Only (by EPA 525.2)	EPA 524.2	152.00
VOCs Full List	EPA 524.2	126.00
Perchlorate	EPA 331.0	72.00
Gross Alpha	EPA 900.0	33.00
Uranium (ICP/MS)	EPA 200.8	22.00
Total Alpha Emitting Radium-226	EPA 903.0	67.00
Radium-228	EPA Ra-05	146.00
Lead (Pb) & Copper (Cu)	EPA 200.7/200.8	24.00
Trihalomethanes	EPA 551.1	44.00
Haloacetic Acids	EPA 552.2	93.00
Individual Metals (Arsenic \$12, Iron \$12)	EPA200.7/EPA200.8	12.00 per Metal
1,2,3 - Trichloropropane	SRL 524M-TCP	71.00
Total Dissolved Solids (TDS)	SM 2540C	23.00

<b>Subcontracted:</b> Asbestos, Drinking Water	EPA 100.2	180.00
<b>Subcontracted:</b> EPA 533 - PFAS (Per/Poly-fluorinated Alkyl Substances)	EPA 533	295.00
<b>Constituent</b>	<b>Analytical Method</b>	<b>Price per Sample</b>
<b>Field Services</b>		
Sampling Fee (Weekday, Regular Route, Routine Bacti)		35.00
Field Test - Field Chlorine Residual, Free or Total (Cl)	Field	11.00

<b>Constituent</b>	<b>Analytical Method</b>	<b>Price per Sample</b>
<b>Other</b>		
Materials/Disposal Fee ENV (Charged per COC)		5.00

**Total Price Quote: 1880.00**

- If a detection level exceedance occurs on the primary sample, the Travel Blank will be analyzed and charged as an additional sample. This pertains to EPA Methods: 504, 524.2, 551 or SRL524M.
- *A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.*
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: A \$5.00 Materials/Disposal Fee is charged for each Chain of Custody submitted to the lab.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever conditions impact the ability to provide results in a timely manner.

**If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.**

Reviewed and Approved By Glenn Olsen Marketing Director  Prepared By: Sara Shiells Date: 2024-05-08 15:23

FGL Fee Estimate FY 24-25  
Drinking Water Program

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Weekly System Monitoring: 8 Sites</b>			
SM9223B /Total & E.Coli Coliform	14	416	5824
Field Test – Field Chlorine Free	11	416	4576
<b>Monthly Bacti Wells 6, 7, 8, 9 &amp; 10</b>			
SM9223B / Total & E.Coli Coliform-QT-Colilert-100	19	60	1140
Field Test – Field Chlorine Total	11	60	660
SM9215B HPC Standard Plate Count	36	60	2160
<b>Quarterly LAWTF (CR) Monitoring</b>			
EPA 200.8/Metals, Total-As	12	4	48
<b>Monthly LAWTF (CT) Monitoring</b>			
EPA 200.7/Metals, Total-Iron	12	12	144
<b>Weekly LAWTF (CT) Monitoring</b>			
EPA 200.8/Metals, Total-As	12	52	624
<b>Quarterly Stage 2 DBP Monitoring</b>			
EPA 551.1/ Trihalomethanes (4 Sites)	44	16	704
EPA 552.2/Haloacetic Acids (4 Sites)	93	16	1488
<b>Annual Arsenic Monitoring Wells 6, 7, 8, 9 &amp; 10</b>			
EPA 200.8/Metals, Total-As	12	5	60
<b>Annual Nitrate Monitoring Wells 6,7, 8, 9 &amp; 10</b>			
EPA 353.2 Nitrate/Nitrite Nitrogen	14	5	70
<b>Regulated VOCs Wells 7 &amp; 8</b>			
EPA 524.2 VOCs	126	2	252
<b>Regulated SOC Wells 6, 7, 8, 9 &amp; 10</b>			
SRL 524M-TCP/1,2,3 - Trichloropropane	71	5	355
<b>Gross Alpha Wells 9 &amp; 10</b>			
Gross Alpha	31	2	62
<b>Quarterly PFAS Wells 6, 7, 8, 9 &amp; 10</b>			
EPA 533/PFAS	295	40	11800
<b>Field Services</b>			
Sampling Fee (Weekday, Regular Route, Routine Bacti	35	104	3640
<b>Other</b>			
Materials/Disposal Fee ENV (Charged per COC)	5	104	520

Total Price Quote =	\$	34,127
Add 10% Contingency for unscheduled testing	\$	3,413
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>37,540</b>



**ENVIRONMENTAL AGRICULTURAL**  
Analytical Chemists

**Date: May 8, 2024**

**To: City of Lathrop-Storm Water - 3019433**  
Attn: Greg Gibson **ggibson@ci.lathrop.ca.us**

**Subject: Price Quote No: ST 20240508-02 -2024/2025 Storm Waters (Spills/Illicit)**

Good day Jonah,

FGL appreciates the opportunity to provide this quote. Please contact the lab at (209) 942-0182 to schedule your sampling events or obtain supplies. Please review footnotes for additional information. We look forward to being of service.

**Quote For Time Period: July 01, 2024 through June 30, 2025**  
**Sampled By: FGL Pick Up**

Constituent	Analytical Method	Price per Sample
<b>Price Per Sample</b>		
Ammonia (NH3-N)	SM4500-NH3 H	36.00
MBAS	SM5540C	63.00
Total Hardness (as CaCO3)	SM2340B	25.00
Prep for Total Metals Analysis	EPA 200	19.00
Individual Metals - K	EPA 200.7/EPA 200.8	25.00
<b>Group Price:</b>		<b>168.00</b>

Constituent	Analytical Method	Price per Sample
<b>Price Per Chain of Custody</b>		
Materials/Disposal Fee ENV (Charged per COC)		5.00
<b>Group Price:</b>		<b>5.00</b>

Constituent	Analytical Method	Price per Sample
<b>Price per Trip</b>		
Pick up Fee		40.00
Pickup Fee - Saturday		65.00
Pickup Fee - Sunday/Holiday		90.00
<b>Group Price:</b>		<b>195.00</b>

- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: A \$5.00 Materials/Disposal Fee is charged for each Chain of Custody submitted to the lab.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.

- Note: FGL may subcontract certain analyses whenever conditions impact the ability to provide results in a timely manner.

**If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.**

Reviewed and **Glenn Olsen** Prepared By: Sara Shiells  
Approved By **Marketing Director**  Date: 2024-05-08 15:28

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FGL Fee Estimate FY 24-25  
Phase II MS4 (Stormwater)

<b>EPA Method/Constituent</b>	<b>Price per Sample</b>	<b>No. Samples</b>	<b>Extended Price</b>
<b>IDDE (Stormwater)</b>			
SM4500-NH3 H/Ammonia (NH3-N)	36	4	144
SM5540C/MBAS	63	4	252
SM2340B/Total Hardness (as CaCO3)	25	4	100
EPA 200/Prep for Metals Analysis	19	4	76
EPA 200.7/EPA 200.8/Individual Metals - K	25	1	25
<b>Field Services</b>			
Sample Pick Up, Standard Weekday	40	2	80
Sample Collection Fee – Saturday/Sunday	65	1	65
Sample Collection Fee - Holiday	90	1	90
<b>Other</b>			
Materials/Disposal Fee ENV (Charged per COC)	5	4	20

Total Price Quote =	\$	852
Contingency for unscheduled testing	\$	500
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>1,352</b>

**REVISION**

Date: May 21, 2024

**To: City of Lathrop CTF - 3014982**  
 Attn: Greg Gibson **E-Mail ggibson@ci.lathrop.ca.us**

**Subject: Price Quote No: SP 20240508-03 - NPDES Analyses 24/25**

Good day Greg,

This quote is REVISED from the earlier quote dated May 08, 2024. An adjustment has been made to Pyrethroid Pesticides testing to include DOC, TOC and Hyalella Azteca, as required by your NPDES Permit. Please disregard the early version.

**Quote For Time Period: July 01, 2024 through June 30, 2025**

**Sampled By: FGL Sampling**

Constituent	Analytical Method	Price per Sample
<b>Analytical Methods Report (EFF-001 &amp; RSW-001)</b>		
Metals - Sample Prep	EPA 200.2	21.00
<b>Individual Metals</b> (Sb,Al,As,Ba,Be,Cd,Cr,Cu,Fe,Pb,Hg,Mn,Mo,Ni,Se,Ag,Tl,Zn)	EPA 200.7/200.8	284.00
Cyanide, Total (CN)	Kelada-01	79.00
<b>Subcontracted: Asbestos, Wastewater</b>	EPA 100.2	415.00
<b>Subcontracted: Dioxins, TCDD Only (Aqueous-WW)</b>		305.00
VOCs Full List	EPA 624.1	193.00
Semi-Volatile Organics (Full List)	EPA 625.1 (Semi-Volatiles)	304.00
Chlorinated Pesticides & PCBs	EPA 608.3	207.00
<b>Subcontracted: Mercury - Methyl Mercury</b>	EPA 1630	255.00
Total Hardness (as CaCO <sub>3</sub> )	SM2340B	36.00
MBAS	SM5540C	63.00
Electrical Conductivity (EC)	SM2510B	25.00
Total Dissolved Solids (TDS)	SM2540C	25.00
Chloride (Cl)	EPA 300.0	25.00
Total Phosphorus (P)	EPA 200.7/200.8	34.00
Sulfate (SO <sub>4</sub> )	EPA 300.0	25.00
Total Sulfide (H <sub>2</sub> S)	SM4500-S D	31.00
Ammonia (NH <sub>3</sub> -N)	SM4500-NH <sub>3</sub> H	36.00
Nitrate (NO <sub>3</sub> -N)	EPA 300.0/SM4500	25.00
Nitrite (NO <sub>2</sub> -N)	EPA 300.0/SM4500	25.00
1,2,3 - Trichloropropane	SRL 524M-TCP	105.00
EDB & DBCP	EPA 504.1	105.00
Herbicides	EPA 515.3	174.00
<b>Subcontracted: EPA 525.2 w/ 507 Pesticides, Full List</b>	EPA 525.2	265.00
Carbamates	EPA 531.1	174.00
<b>Subcontracted: Endothall</b>	EPA 548.1	174.00
Diquat	EPA 549.2	174.00



<b>Subcontracted:</b> Tributyltin (Liquid and Solid)		275.00
<b>Group Price:</b>		<b>3859.00</b>

Constituent	Analytical Method	Price per Sample
<b>Analytical Methods Report (EFF-001 &amp; RSW-002)</b>		
<b>Subcontracted:</b> EPA 8270 Total Pyrethroid Pesticides	EPA 8270	575.00
<b>Group Price:</b>		<b>575.00</b>

Constituent	Analytical Method	Price per Sample
<b>Analytical Methods Report (EFF-001 &amp; RSW-001, RSW-002)</b>		
Dissolved Organic Carbon (DOC)	SM 5310C	74.00
Total Organic Carbon (TOC)	SM 5310C	74.00
<b>Group Price:</b>		<b>148.00</b>

Constituent	Analytical Method	Price per Sample
<b>Routine Chemical Methods (INF-001)</b>		
Biochemical Oxygen Demand (BOD5)	SM5210B	35.00
Total Suspended Solids (TSS)	SM2540D	21.00
<b>Group Price:</b>		<b>56.00</b>

Constituent	Analytical Method	Price per Sample
<b>Routine Chemical Methods (EFF-001)</b>		
Total & Fecal Coliform - LTB Series - 15 tube	SM9221B,E	35.00
Biochemical Oxygen Demand (BOD5)	SM5210B	35.00
Total Suspended Solids (TSS)	SM2540D	21.00
Ammonia (NH3-N)	SM4500-NH3 H	36.00
VOCs (DBCM, DCBM, Bromoform, Chloroform)	EPA 624.1	121.00
Prep for Total Metals Analysis	EPA 200	21.00
Individual Metals - Ba	EPA 200.7/EPA 200.8	16.00
Nitrate (NO3-N)	EPA 300.0/SM4500	25.00
Nitrite (NO2-N)	EPA 300.0/SM4500	25.00
Nitrate + Nitrite as N (NO3-N + NO2-N)	SM4500-NO3 F/EPA 300.0	0.00
Dissolved Organic Carbon (DOC)	SM 5310C	79.00
Total Hardness (as CaCO3)	SM2340B	26.00
<b>Subcontracted:</b> Mercury - Methyl Mercury	EPA 1630	255.00
<b>Subcontracted:</b> Mercury - Ultra Low Level (Sampling Clean Hands/Dirty Hands EPA 1669)	EPA 1631/ EPA 1669	185.00
Individual Metals - Pb	EPA 200.7/EPA 200.8	15.00
Chlorinated Pesticides (Chlorpyrifos, Diazinon)	EPA 625.1 (Pesticides)	384.00
<b>Group Price:</b>		<b>1279.00</b>

Constituent	Analytical Method	Price per Sample
<b>Routine Chemical Methods (RSW-002, 003)</b>		
Ammonia (NH3-N)	SM4500-NH3 H	36.00
Dissolved Organic Carbon (DOC)	SM 5310C	74.00
Total Hardness (as CaCO3)	SM2340B	36.00

**Group Price: 146.00**

Constituent	Analytical Method	Price per Sample
<b>Toxicity Testing (EFF-001)</b>		
<b>Subcontracted:</b> Bioassay - Acute Toxicity, Rainbow Trout		1750.00
<b>Subcontracted:</b> Bioassay - Chronic Toxicity, 3-Species, 5-Dilutions		7475.00
<b>Group Price:</b>		<b>9225.00</b>

Constituent	Analytical Method	Price per Sample
<b>Toxicity Testing (Downstream RSW-002, or RSW-003)</b>		
<b>Subcontracted:</b> Bioassay - Acute Toxicity, Hyalella Azteca		1750.00
<b>Group Price:</b>		<b>1750.00</b>

Constituent	Analytical Method	Price per Sample
<b>Field Services</b>		
Samples Pick up Fee		40.00
Sampling Fee - Saturday		65.00
Sampling Fee - Sunday/Holiday		90.00
Sampling Fee - Weekday		50.00
Field Test - Field pH	Field	16.00
Field Test - Field Dissolved Oxygen (DO)	Field	16.00
Field Test - Field Temperature	Field	16.00
<b>Group Price:</b>		<b>293.00</b>
<b>Total Price Quote:</b>		<b>17331.00</b>

- If a detection level exceedance occurs on the primary sample, the Travel Blank will be analyzed and charged as an additional sample. This pertains to EPA Methods: 504, 524.2, 551 or SRL524M.
- *A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.*
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: A \$5.00 Materials/Disposal Fee is charged for each Chain of Custody submitted to the lab.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever conditions impact the ability to provide results in a timely manner.

**If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.**

Reviewed and **Glenn Olsen**  
Approved By **Marketing Director**  Prepared By: Glenn A. Olsen  
Date: 2024-05-21 14:48

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FGL Fee Estimate FY 24-25

CTF Wastewater

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>Daily Total &amp; Fecal Coliform (TCO-001)</b>			
SM9221B,E/Total & Fecal Coliform	35	365	12775
<b>Weekly BOD5 and Total Suspended Solids (INF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	35	104	3640
SM2540D/Total Suspended Solids (TSS)	21	104	2184
Electrical Conductivity @ 25 degrees Celsius	25	52	1300
<b>Weekly Effluent Monitoring (EFF-001)</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	35	208	7280
SM2540D/Total Suspended Solids (TSS)	21	208	4368
SM4500-NH3G/Ammonia Nitrogen (as N)	16	52	832
<b>Weekend and Holiday Effluent Monitoring (EFF-002)</b>			
<b>This monitoring will occur when the CTF is sending water through the cooling ponds, which will typically occur October–April, annually</b>			
Field Test - Field pH	16	260	4160
Field Test - Field Dissolved Oxygen (DO)	16	260	4160
Field Test - Field Temperature	16	24	384
<b>Monthly Effluent Monitoring (EFF-001)</b>			
EPA 624.1/VOCs (DBCM, DCBM, Bromoform, Chloroform)	121	12	1452
EPA 200.7/EPA 200.8/Individual Metals – Barium (Ba)	16	12	192
EPA 300.0/SM4500/Nitrate (NO3-N)	25	12	300
EPA 300.0/SM4500/Nitrite (NO2-N)	25	12	300
<b>Quarterly Effluent Monitoring (EFF-001)</b>			
SM 5310C/Dissolved Organic Carbon	74	4	296
SM2340B/Total Hardness (as CaCO3)	36	4	144
EPA 1630/Mercury – Methyl Mercury	255	4	1020
EPA 1631/EPA 1669/Mercury - Total	185	4	740
EPA 200.7/EPA 200.8/Individual Metals – Lead (Pb)	15	4	60
<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	384	1	384
<b>Whole Effluent Toxicity (WET) Testing (EFF-001)</b>			
Bioassay – Acute Toxicity, Rainbow Trout	1750	4	7000
Bioassay – Chronic Toxicity, 3-Species, 5-Dilutions + Control (lab water). Include concurrent reference toxicant test.	7475	2	14950
Bioassay - Contingency for accelerated/follow-up testing	--	--	25000
<b>Pyrethroid-related Toxicity Testing (one location [RSW-002 or RSW-003])</b>			
Bioassay – Acute Toxicity, Hyalella Azteca	1750	2	3500

FGL Fee Estimate FY 24-25

CTF Wastewater

<b>Monthly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM4500-NH3G/Ammonia Nitrogen (as N)	36	24	864
<b>Quarterly Receiving Water Monitoring (RSW-002 and RSW-003)</b>			
SM 5310C/Dissolved Organic Carbon	74	8	592
EPA 200.7/Hardness, Total (as CaCO3)	26	8	208
<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.	575	4	2300
Total Organic Carbon (TOC)	74	4	296
<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	121	4	484
EPA 625.1/Semi-Volatile Organics	384	4	1536
EPA 200.2/Metals – Sample Prep	21	4	84
EPA 200.7/EPA 200.8/Priority Pollutant Metals	284	4	1136
EPA 200.7/Boron	16	4	64
EPA 300.0/Chloride	25	4	100
EPA 4500-CN CE/Cyanide, Total (as CN)	79	4	316
EPA 200.7/EPA 200.8 Phosphorous, Total (as P)	34	4	136
EPA 300.0/Sulfate	25	4	100
SM 4500-S D/Sulfide (as S)	31	4	124
EPA 608.3/Chlorinated Pesticides & PCBs	207	4	828
SM5540C/Foaming Agents (MBAS)	63	4	252
SM2340B/Hardness (as CaCO3)	36	4	144
SM2540C/Total Dissolved Solids	25	4	100
SM4500-NH3G or equivalent/Ammonia (as N)	36	4	144
EPA 300.0/SM4500/Nitrate (as N)	25	4	100
EPA 300.0/SM4500/Nitrite (as N)	25	4	100
SRL 524M-TCP/1,2,3 - Trichloropropane	105	4	420
EPA 504.1/EDB & DBCP	105	4	420
EPA 515.3/Herbicides	105	4	420
EPA 525.2/EPA 507/Pesticides, Full List	265	4	1060
EPA 531.1/Carbamates	265	4	1060
EPA 548.1/Endothal	174	4	696
EPA 549.2/Diquat	174	4	696
Krones / Tribulytin	275	4	1100
<b>Annually (Water Supply)</b>			
SM2540C/Total Dissolved Solids (TDS)	25	1	25
EPA 200/Prep for Total Metals Analysis	21	1	21
EPA 200.7/EPA 200.8 Standard Minerals	284	1	284
pH	16	1	16

FGL Fee Estimate FY 24-25  
CTF Wastewater

<b>Annually (Sludge Monitoring)</b>			
SM9221 B,E/Total & Fecal Coliform	35	1	35
Solids, Total (or % moisture) (Solid)	13	1	13
SM4500-NH3H/Ammonia Nitrogen (NH3-N) (Solid)	36	1	36
SM2510B/Electrical Conductivity (EC) (Solid)	25	1	25
EPA 300.0/Nitrate (NO3 or NO3-N) (Solid)	25	1	25
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)	25	1	25
EPA 200/Prep for Total Metals Analysis	21	1	21
EPA 200.7/EPA 200.8/Individual Metals	284	1	284
EPA 8081	130	1	130
EPA 8082	130	1	130
EPA 8270	281	1	281
EPA 7471/Mercury (Solid)	45	1	45
<b>Field Services</b>			
Sample Pick Up, Standard Weekday	40	208	8320
Sample Collection Fee – Saturday	65	52	3380
Sample Collection Fee - Sunday/Holiday	90	53	4770
Sample Collection Fee - Weekday	50	52	2600
<b>Other</b>			
Materials/Disposal Fee ENV (Charged per COC)	5	365	1825

Total Price Quote =	\$	134,700
Add 20% contingency for unscheduled/accelerated testing	\$	26,940
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>161,640</b>



**ENVIRONMENTAL AGRICULTURAL**  
Analytical Chemists

**Date: May 8, 2024**

**To: City Of Lathrop-IPP - 3019371**  
Attn: Greg Gibson **E\_Mail ggibson@ci.lathrop.ca.us**

**Subject: Price Quote No: ST 20240508-03 - 2024/2025 Annual Sampling Reqs.**

Good day Greg,

FGL appreciates the opportunity to provide this quote. Please contact the lab at (209) 942-0182 to schedule your sampling events or obtain supplies. Please review footnotes for additional information. We look forward to being of service.

**Quote For Time Period: July 01, 2024 through June 30, 2025**

**Sampled By: FGL Sampling**

Constituent	Analytical Method	Price per Sample
<b>In-N-Out</b>		
Biochemical Oxygen Demand (BOD5)	SM5210B	57.00
Total Suspended Solids (TSS)	SM2540D	34.00
Total Dissolved Solids (TDS)	SM2540C	34.00
Oil and Grease - Total Gravimetric	EPA 1664A	57.00
<b>Group Price:</b>		<b>182.00</b>


Constituent	Analytical Method	Price per Sample
<b>Swiss American Sausage</b>		
Biochemical Oxygen Demand (BOD5)	SM5210B	57.00
Total Suspended Solids (TSS)	SM2540D	34.00
Total Dissolved Solids (TDS)	SM2540C	34.00
Oil and Grease - Total Gravimetric	EPA 1664A	57.00
Ammonia (NH3-N)	SM4500-NH3 H	43.00
Total Nitrogen (TKN + NO3-N + NO2-N)	Calculation	142.00
Cyanide, Total (CN)	Kelada-01	85.00
Chloride (Cl)	EPA 300.0	34.00
Metals - Sample Prep	EPA 200.2	29.00
Metals - Ag;As;B;Ba;Be;Cd;Cr;Cu;Mn;Mo;Na;Ni;Pb;Se;Ti;V;Zn;	EPA 200.7/EPA 200.8	32.00
Mercury (Hg)	EPA 245.1	46.00
<b>Group Price:</b>		<b>593.00</b>

Constituent	Analytical Method	Price per Sample
<b>Tesla</b>		
Biochemical Oxygen Demand (BOD5)	SM5210B	57.00
Total Suspended Solids (TSS)	SM2540D	34.00
Total Dissolved Solids (TDS)	SM2540C	34.00
SUBCONTRACT: TPH - Full List DRO/ORO (Petroleum Products) (Liquid)	EPA 8015M	107.00

<b>Group Price:</b>	<b>232.00</b>
<b>Total Price Quote:</b>	<b>1007.00</b>

- *A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.*
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: A \$5.00 Materials/Disposal Fee is charged for each Chain of Custody submitted to the lab.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever conditions impact the ability to provide results in a timely manner.

**If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.**

Reviewed and **Glenn Olsen**  
Approved By Marketing Director  Prepared By: Sara Shiells  
Date: 2024-05-08 13:26



FGL Fee Estimate FY 24-25  
Industrial Pretreatment Program

EPA Method/Constituent	Price per Sample	No. Samples	Extended Price
<b>In-N-Out</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	57	1	57
SM2540D/Total Suspended Solids (TSS)	34	1	34
SM2540C/Total Dissolved Solids (TDS)	34	1	34
EPA 1664A/Oil and Grease - Total Gravimetric	57	1	57
<b>Swiss American Sausage</b>			
SM5210B/Biochemical Oxygen Demand (BOD5)	57	1	57
SM2540D/Total Suspended Solids (TSS)	34	1	34
SM2540C/Total Dissolved Solids (TDS)	34	1	34
EPA 1664A/Oil and Grease - Total Gravimetric	57	1	57
SM4500-NH3 H/Ammonia (NH3-N)	43	1	43
Calculation/Total Nitrogen (TKN + NO3-N + NO2-N)	142	1	142
Kelada-01/Cyanide, Total (CN)	85	1	85
EPA 300.0/Chloride (Cl)	34	1	34
EPA 200.2/Metals - Sample Prep	29	1	29
EPA 200.7/EPA 200.8/Priority Pollutant Metals	32	1	32
EPA 245.1/Mercury (Hg)	46	1	46
EPA 4500-CN CE/Cyanide, Total (as CN)	79	1	79
Swiss American Sausage – 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>Tesla</b>			
pH	16	1	16
SM2540D/Total Suspended Solids (TSS)	21	1	21
Electrical Conductivity @ 25 degrees Celsius	25	1	25
SM5210B/Biochemical Oxygen Demand (BOD5)	35	1	35
SM2540C/Total Dissolved Solids (TDS)	34	1	34
SM2540D/Total Suspended Solids (TSS)	34	1	34
EPA 8015M/Total Petroleum Hydrocarbon (TPH)	107	1	107
Tesla – 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>			
Sampling Fee, Weekday	50	5	250
<b>Other</b>			
Materials/Disposal Fee ENV (Charged per COC)	5	5	25

Total Price Quote =	\$	3,691
Contingency for unscheduled testing	\$	500
<b>TOTAL CONTRACT AMOUNT =</b>	<b>\$</b>	<b>4,191</b>

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