



Valley Special Districts & County Facilities

County of Fresno

EXHIBIT A

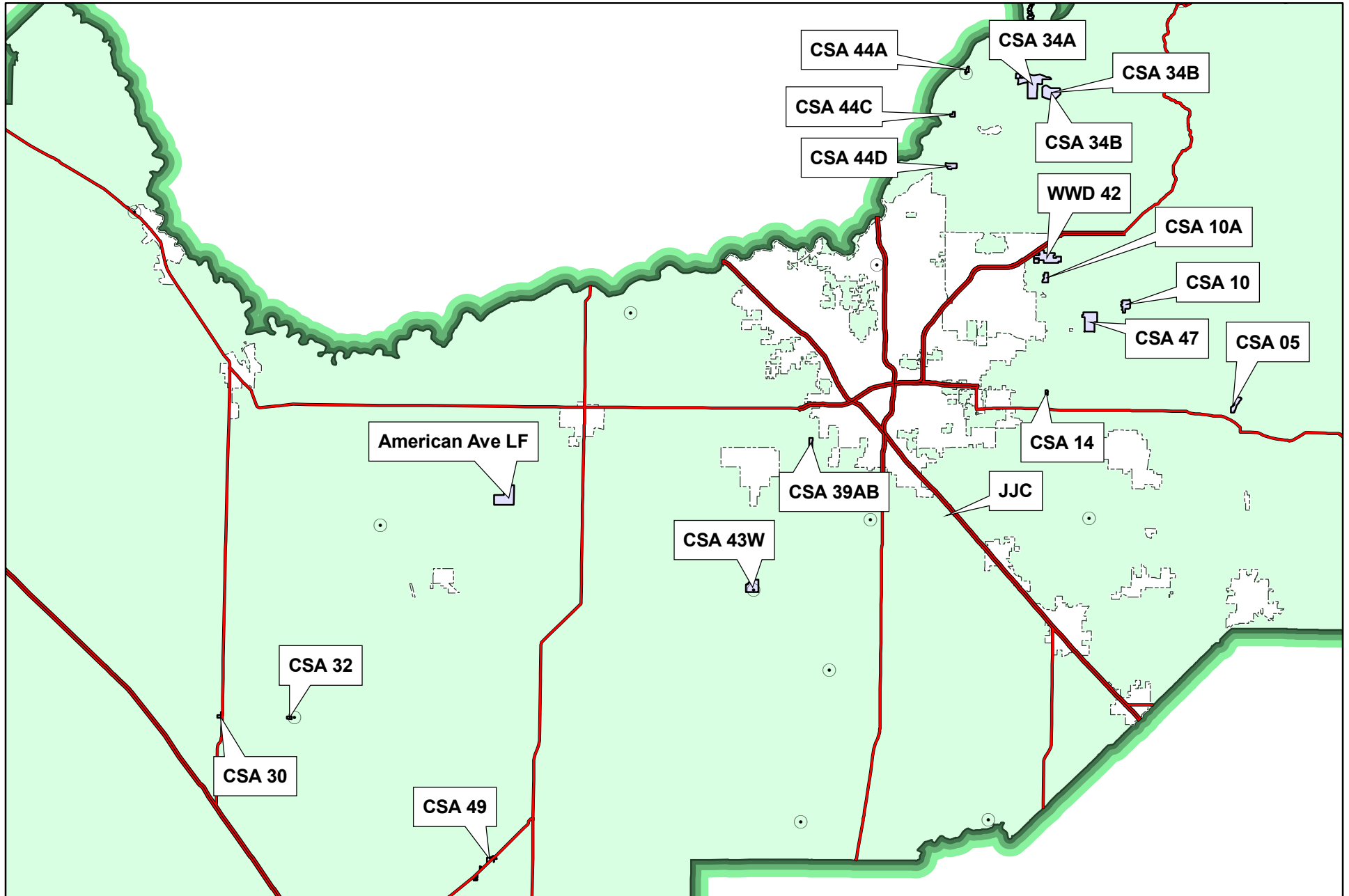
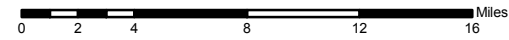


EXHIBIT A

EXHIBIT B
CONTAMINANT LIST

1,1,1,2-Tetrachloroethane
1,1,1-Trichloroethane
1,1,2,2-Tetrachloroethane
1,1,2-TriChloro-1,2,2 TriFluoroethane
1,1,2-Trichloroethane
1,1-Dichloroethane
1,1-Dichloroethylene
1,1-dichloropropene
1,2,3-Trichloropropane
1,2,4-Trichlorobenzene
1,2,4-trimethylbenzene
1,2-Dibromo-3-chloropropane (DBCP)
1,2-Dichloroethane
1,2-Dichloropropane
1,2-diphenylhydrazine
1,3,5-Trimethylbenzene
1,3-Butadiene
1,3-Dichlorobenzene (m-DCB)
1,3-dichloropropane
1,3-dichloropropene
1,3-Dinitrobenzene
1,4-Dioxane
1-Butanol
2,2-dichloropropane
2,4,5-TP (Silvex)
2,4,6-trichlorophenol
2,4-dichlorophenol
2,4-Dichlorophenoxyacetic acid
2,4-dinitrophenol
2,4-dinitrotoluene
2,6-dinitrotoluene
2-Chloroethylvinyl Ether
2-Chlorotoluene
2-Methoxyethanol
2-methyl-Phenol (o-cresol)
2-Propen-1-ol
3-Hydroxycarbofuran
4-Chlorotoluene
Acanthamoeba
Acephate
Acetaldehyde
Acetamide
Acetochlor
Acetochlor ethanesulfonic acid (ESA)
Acetochlor oxanilic acid (OA)
Acrolein
Acrylamide

EXHIBIT B
CONTAMINANT LIST

Adenoviruses
Aeromonas hydrophila
Aggressive Index (CORROSIVITY)
Alachlor
Alachlor ESA & other acetanilide pesticide degradation products
Aldicarb
Aldrin
Alpha particles
alpha-Hexachlorocyclohexane
Aluminum
Aluminum Sulfate (Alum)
Aniline
Anionic Polymer
Ann. Amt of Sludge Incinerated
Ann. Amt Sludge Disposed by Other Method
Annual Amount of Sludge Land Applied
Annual Amt. Sludge Disposed in Landfill
Annual Amt. Sludge Disposed Surface Unit
Annual Amt. Sludge Transported Interstate
Annual Sludge Production, Total
Annual Whole Sludge Application Rate
Antimony
Arsenic
Arsenic, Dry Weight
Asbestos
Atrazine
Barium
Bensulide
Bentazon
Benzene
Benzo(a)pyrene (PAHs)
Benzyl chloride
Beryllium
Beta particles and photon emitters
Bicarbonate (HCO_3)
BiCarbonate Alkalinity
Biphenyls (PCBs)
BOD, 5-Day, 20 Deg C
Boron
Bromate
Bromobenzene
Bromochloromethane
Bromodichloromethane
Butachlor
Butylated hydroxyanisole
Cadmium
Cadmium, Sediment, Bottom DEP.,

EXHIBIT B
CONTAMINANT LIST

Calcium Carbonate (CaCO₃)
 Calcium Hypochlorite (Ca(OCl)₂)
 Calcium Oxide (CaO) / Lime
 Calcium(Ca)
 Caliciviruses
 Campylobacter jejuni
 Captan
 Carbaryl
 Carbofuran
 Carbon
 Carbon Tetrachloride
 Carbonaceous Biochemical Oxygen Demand (CBOD) - 5 Day
 Carbonate (CO₃)
 Carbonate Alkalinity
 Chemical Oxygen Demand (COD)
 Chloramines (as Cl₂)
 Chlordane
 Chloride
 Chlorine
 Chlorine Dioxide (ClO₂)
 Chlorite
 Chlorobenzene
 Chloroethane
 Chloroform (Trichloromethane)
 Chloromethane (Methyl chloride)
 Chrominm, Total, Bottom Deposits
 Chromium (total)
 Chromium VI
 cis-1,2-Dichloroethylene
 Clethodim
 Cobalt
 Coliphage
 Color
 Copper
 Copper
 Copper, Bottom Deposits
 Coxsackieviruses
 Cryptosporidium
 Cumene hydroperoxide
 Cyanide (as free cyanide)
 Cyanobacteria (blue-green algae), other freshwater algae, and their toxins
 Cyanotoxins (3)
 Dalapon
 DCPA di-acid degradate
 DCPA mono-acid degradate
 DDE
 Di(2-ethylhexyl) adipate

EXHIBIT B
CONTAMINANT LIST

Di(2-ethylhexyl) phthalate
Diazinon
Dibromochloromethane
Dibromomethane
Dicamba
Dichloromethane
Dicrotophos
Dieldrin
Dimethipin
Dimethoate
Dinoseb
Dioxin (2,3,7,8-TCDD)
Diquat
Dissolved Oxygen
Disulfoton
Diuron
Echoviruses
Endothall
Endrin
Entamoeba histolytica
Enterococci
Epichlorohydrin
EPTC (s-ethyl-dipropylthiocarbamate)
Escherichia coli (0157)
Ethion
Ethoprop
Ethyl tert-Butyl Ether (ETBE)
Ethylbenzene
Ethylene Dibromide (EDB)
Ethylene glycol
Ethylene oxide
Ethylene thiourea
Fats, Oils & Grease
Fecal coliform and E.coli
Fenamiphos
Ferric Chloride (Fe(Cl)3)
Fiber >10 Micrometers
Flow
Fluoride
Foaming Agents (MBAS)
Fonofos
Formaldehyde
Freon 113
Gaseous Chlorine (Cl2)
Germanium
Giardia lamblia
Glyphosate

EXHIBIT B
CONTAMINANT LIST

Haloacetic acids (HAA5)
HCFC-22
Helicobacter pylori
Hepatitis A virus
Heptachlor
Heptachlor epoxide
Heterotrophic plate count
Hexachlorobenzene
Hexachlorobutadiene
Hexachlorocyclopentadiene
Hexane
Hydrazine
Hydroxide (OH)
Hydroxide Alkalinity
Iron
Isopropylbenzene (Cumene)
Lead
Lead, Bottom Deposits
Legionella
Legionella pneumophila
Lindane
Linuron
Magnesium
Manganese
Mercury (inorganic)
Mercury, Total, Bottom Deposits
Methamidophos
Methanol
Methomyl
Methoxychlor
Methyl bromide (Bromomethane)
Methyl Ethyl Ketone (MEK, Butanone)
Methyl Isobutyl Ketone (MIBK)
Methyl-t-butyl ether (MTBE)
Metolachlor
Metolachlor ethanesulfonic acid (ESA)
Metolachlor oxanilic acid (OA)
Metribuzin
Microsporidia (Enterocytozoon & Septata)
Molinate
Molybdenum
Molybdenum, Sediment, Bottom
Mycobacterium avium intracellulare (MAC)
Naegleria fowleri
Naphthalene
n-Butylbenzene
Nickel

EXHIBIT B
CONTAMINANT LIST

Nickel, Total, Bottom Deposits
Nitrate (measured as Nitrogen)
Nitrite (measured as Nitrogen)
Nitrite+Nitrate
Nitrobenzene
Nitrofen
Nitrogen, Ammonia (as NH₃)
Nitrogen, Ammonia, Bottom Deposits
Nitrogen, TKN (as N)
Nitrogen, Total (AS N)
Nitrogenous Biochemical Oxygen Demand (NBOD)
Nitroglycerin
N-Methyl-2-pyrrolidone
N-nitrosodiethylamine (NDEA)
N-nitrosodimethylamine (NDMA)
N-nitroso-di-n-propylamine (NDPA)
N-Nitrosodiphenylamine
N-nitrosopyrrolidine (NPYR)
n-Propylbenzene
NULL
o-Dichlorobenzene
Odor Threshold @ 60 C
Organotins
o-Toluidine
Oxamyl (Vydate)
Oxirane, methyl-
Oxydemeton-methyl
Oxyfluorfen
Ozone (Trioxxygen) (O₃)
p-Dichlorobenzene
Pentachlorophenol
Perchlorate
Permethrin
PFOA (perfluorooctanoic acid)
pH
Phosphates
Phosphorus, Total (as P)
Picloram
p-Isopropyltoluene (p-cymene)
Polyaluminum Hydroxychlorosulfate
Polychlorinated BiPhenyls (PCBs)
Polychlorinated BiPhenyls (PCBs)
Potassium Permanganate
Potassium(K)
Potassium, Total(AS K)
Profenofos
Prometon

EXHIBIT B
CONTAMINANT LIST

Propachlor
Quinoline
Radium 226 and Radium 228 (combined)
Radon
RDX (Hexahydro-1,3,5-trinitro-1,3,5-triazine)
Salinity
Salmonella enterica
Salmonella, MPN
sec-Butylbenzene
Selenium
Selenium, Bottom Deposits
Settable Solids
Shigella sonnei
Silicate
Silver
Simazine
Sodium
Sodium Carbonate (Na_2CO_3) / Soda Ash
Sodium Hexametaphosphate ($(\text{NaPO}_3)_6$)
Sodium Hydroxide (NaOH)
Sodium Hypochlorite (NaOCl)
Specific Conductance (E.C.)
Strontium
Styrene
Sulfate
Tebufenozide
Tellurium
Temperature
Terbacil
Terbufos sulfone
tert-Amyl Methyl Ether (TAME)
tert-Butyl Alcohol (TBA)
tert-Butylbenzene
Tetrachloroethylene
Thallium
Thiobencarb (BOLERO)
Thiodicarb
Thiophanate-methyl
Toluene
Toluene diisocyanate
Total Alkalinity
Total Coliforms (including fecal coliform and E. Coli)
Total Dissolved Solids
Total Inorganic Nitrogen (TIN)
Total Suspended Solids
Total Trihalomethanes (TTHMs)
Toxaphene

EXHIBIT B
CONTAMINANT LIST

Toxic Pollutants and Pesticides

Toxicity Characteristic Leaching Procedure

trans-1,2-Dichloroethylene

Triazines & degradation products of triazines

Tribufos

Trichloroethylene

Trichlorofluoromethane (FREON 11)

Triethylamine

Triphenyltin hydroxide (TPTH)

Tritium

Turbidity

Universal Oxygen Demand (UOD)

Uranium

Urethane

Vanadium

Vibrio cholerae

Vinclozolin

Vinyl chloride

Viruses (enteric)

Whole Effluent Toxicity

Xylenes (total)

Zinc

Zinc, Bottom Deposits

Ziram

**FORMAT FOR CONSUMER CONFIDENCE REPORTS
CONSTITUENT LIST**

	A	B	C	D	E	F	G	H
1	Description	Scheduled Date	Contaminant	Location	Collection Date	Received Date	Results	Units
	Chain of Custody	Date Sample Analyzed - No Time Stamp	Must match contaminate list from Exhibit A	Per Bacteriological Site Sampling Plan	Date Operator Collected Sample - No Time Stamp	Date Sample Received by Lab	Data	Data
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EXHIBIT C

EXHIBIT D

ANALYTICAL WATER TESTING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, and effective as hereinafter provided, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY is required by federal, state and local regulations to collect and analyze water samples for the domestic water and wastewater treatment facilities it operates for special districts, the Juvenile Justice Campus (JJC) and miscellaneous projects; and

WHEREAS, the COUNTY requires specialized laboratory services in order to comply with the above regulations; and

WHEREAS, the COUNTY, in accordance with COUNTY Board-approved Purchasing and Contracts Procedures Manual" selected said CONTRACTOR to provide the COUNTY with Analytical Testing services; and

WHEREAS, the CONTRACTOR is qualified and willing to provide the COUNTY the professional services needed for this project; and

NOW, THEREFORE, the parties hereto have and by these presents do agree as follows:

I. CONTRACTING OF CONTRACTOR:

A. The COUNTY hereby contract with the CONTRACTOR as an independent contractor to provide all the CONTRACTOR services required for the project. Said services are described under Article III herein.

B. The CONTRACTOR shall retain such other subcontractors as CONTRACTOR requires to assist in the completing the work. Should CONTRACTOR retain such persons, compensation to be paid to CONTRACTOR under Article V, "COMPENSATION / INVOICING", below shall not be increased.

EXHIBIT D

C. The CONTRACTOR's services shall be performed as expeditiously as is consistent with the professional skill and the orderly progress of the work.

The contact person for the CONTRACTOR shall be: _____, Title, telephone: _____, Fax: _____, Email: _____.com

II. DESCRIPTION OF THE WORK COVERED BY THIS AGREEMENT:

The work covered by this Agreement is to perform analytical testing of water samples as further described in the Article III.

III. CONTRACTOR's OBLIGATIONS:

A. The CONTRACTOR agrees to provide professional services for the COUNTY under the requirements, terms and conditions provided for in the CONTRACTOR's Response to the COUNTY'S Request for Quotation no. _____ submitted prior to _____, _____.2009., incorporated herein as Exhibit "A" with specific reference to – SPECIAL DISTRICTS SPECIFIC BID REQUIREMENTS, and generally all submittals within CONTRACTOR's Response to the COUNTY's Request for Quotation no. _____ that apply to providing analytical testing of water for special districts and miscellaneous projects.

B. The CONTRACTOR also agrees to provide the following in addition to the responsibilities, conditions and requirements in Exhibit A.:

1. To transmit to the California Regional Water Quality Control Board and State Office of Drinking Water the electronic filing of required analysis results;

2. To pay for all fines and fees imposed by the California Regional Water Quality Control Board (CRWQCB), State Office of Drinking Water or Fresno County Department of Health Services, Environmental Section for failing to provide analysis reports through electric filings within the required time or filing a report that has an error or omission; and

3. In the event the CONTRACTOR fails to transmit any reports within the required time to the CRWQCB and this results in the CRWQCB requiring the COUNTY to send letters to special district consumers, or publish a notice in a

EXHIBIT D

publication of general circulation, CONTRACTOR shall reimburse the COUNTY for all of the COUNTY's costs, including but not limited to COUNTY staff costs, paper, envelopes, stamps, travel expenses, and facsimile costs. To recover such costs, the COUNTY may invoice the CONTRACTOR separately, or may deduct such costs from the payment to the CONTRACTOR for services.

IV. OBLIGATIONS OF THE COUNTY

A. COUNTY shall compensate the CONTRACTOR as provided in this Agreement.

B. COUNTY shall provide a "COUNTY Representative" who will represent the COUNTY and who will work with the CONTRACTOR in carrying out the provisions of this Agreement. The COUNTY Representative will be the COUNTY Director of the Department of Public Works and Planning or his/her designee. The CONTRACTOR shall communicate and coordinate with the COUNTY Representative who will provide the following services:

1. Examine documents submitted to the COUNTY by the CONTRACTOR and timely render decisions pertaining thereto; and

2. Provide communication between the CONTRACTOR and COUNTY officials and commissions (including user Department).

C. COUNTY shall give reasonably prompt consideration to all matters submitted by the CONTRACTOR for approval to the end that there will be no substantial delays in the CONTRACTOR's program of work. An approval, authorization or request to the CONTRACTOR given by the COUNTY will only be binding upon the COUNTY under the terms of this Agreement if in writing and signed on behalf of the COUNTY by the COUNTY Representative or a designee.

V. COMPENSATION / INVOICING:

A. Total Fee:

Notwithstanding any other provision in this Agreement, the Total Fee (Basic Fee plus Extra Services allocation) for services required under Article III,

EXHIBIT D

1 "CONTRACTOR's OBLIGATIONS", shall be limited in the first year of this Agreement to
2 a maximum of _____. If this Agreement were automatically renewed as
3 provided for in Article XXI, "TERM AND RENEWAL", paragraph B, for a second year at
4 the conclusion of its original one-year term, the maximum Total Fee for the second year
5 would be _____, for a combined Total Fee for two years _____. If this
6 agreement were automatically renewed for a third year at the conclusion of the second
7 year as provided for in Article XXI, "TERM AND RENEWAL", paragraph B, the
8 maximum Total Fee for the third year would be _____, for a combined Total
9 Fee for three years of _____. The Total Fee maximum limits for the first, second
10 or third year shall not be increased except by formal Amendment of this Agreement.

11 B. Basic Fee:

12 1. Within the Total Fee limitations described in Article V,
13 "COMPENSATION / INVOICING", paragraph A., above, the Basic Fee for services
14 required under Article III "CONTRACTOR's OBLIGATIONS" shall be limited in the first
15 year of this agreement to a maximum of _____. If this Agreement is
16 automatically renewed for a second year provided for in Article XXI, "TERM AND
17 RENEWAL", paragraph B, of this Agreement, the Basic Fee for the second year shall
18 be _____. If the Agreement is automatically renewed for a
19 third year provided for in Article XXI, "TERM AND RENEWAL", paragraph B of this
20 Agreement, the Basic Fee for the third year shall be _____.

21 2. The COUNTY Representative shall have the discretion to
22 adjust the maximum amount of the Basic Fee defined in Article V, "COMPENSATION /
23 INVOICING", paragraph B., subparagraph 1., above, and shall also have the discretion
24 to adjust the maximum amount of Extra Services allocation defined in this Article V,
25 "COMPENSATION / INVOICING", paragraph C., subparagraph 1., below, so long as
26 the sum of the year's maximum Basic Fee and the year's maximum Extra Services
27 allocation does not exceed the year's Total Fee defined in Article V, COMPENSATION /
28 INVOICING", paragraph A.

EXHIBIT D

3. The term "Basic Fee" as used herein shall apply to "Basic Services" which shall be defined as customary and routine analytical water testing services conducted for water and wastewater treatment facilities in COUNTY special districts and COUNTY facilities that are required for compliance with Federal and State laws and local ordinances.

4. For invoicing and compensation purposes, the CONTRACTOR shall use the costs and rates specified within Exhibit A. The costs and rates listed in Exhibit A herein are to remain in effect for the duration of this Agreement.

C. Extra Services:

1. Within the Total Fee limitations described in Section V, Article V, "COMPENSATION / INVOICING", paragraph A., above, Extra Services authorized by the COUNTY under this paragraph C shall be limited in the first year of this agreement to a maximum of _____. If this Agreement is automatically renewed for a second year as provided for in Article XXI, "TERM AND RENEWAL", paragraph B, Extra Services for the second year shall be limited to _____. If the Agreement is automatically renewed for a third year as provided for in Article XXI, "TERM AND RENEWAL", paragraph B, Extra Services for the third year shall be limited to _____.

2. The term "Extra Services" as used herein shall apply to services not customarily or routinely conducted at water and wastewater treatment facilities in COUNTY or for unforeseen circumstances, as determined exclusively by the COUNTY Representative or his/her designee.

3. The CONTRACTOR shall not undertake any Extra Services without advance written authorization from the COUNTY Representative. The CONTRACTOR and COUNTY shall expressly confirm in writing the authorization and maximum cost for any such services before the CONTRACTOR begins any work thereon.

4. For invoicing and compensation for Extra Services, the

EXHIBIT D

CONTRACTOR shall use the costs specified within Exhibit A, The CONTRACTOR shall be responsible to identify all Extra Services costs on invoices.

D. Payments:

1. Progress payments will be made by the COUNTY upon receipt and approval of the CONTRACTOR's invoices. CONTRACTOR shall submit invoices in duplicate with delivery of analytical reports to the County of Fresno Department of Public Works and Planning and invoices shall clearly identify the site and task to which the work pertains and if it is for Basic Services or for authorized Extra Services. Invoices for Special Districts, COUNTY Facilities and miscellaneous projects shall be submitted to:

Fresno County Department of Public Works and Planning
Resources Division, Attn: Mark Warren
2220 Tulare Street, Sixth Floor
Fresno, CA 93721-2106

2. Upon receipt of a proper invoice, the COUNTY Department of Public Works and Planning will take a maximum of five (5) working days to review, approve, and submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices may be returned to the CONTRACTOR for correction and resubmittal. Payment will be issued to CONTRACTOR within forty (40) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

3. If any deficiency in the performance and responsibilities of CONTRACTOR as specified in Article III "CONTRACTOR's OBLIGATIONS", paragraph B. causes a fine or penalty against the COUNTY, or the COUNTY is required issue notices that incur costs to the COUNTY, the COUNTY shall have the right to deduct the full amount of fines, penalties, or costs from any payment to the CONTRACTOR.

4. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

EXHIBIT D

VI. COMPENSATION RECORDS:

The CONTRACTOR shall keep complete records showing the hours and description of activities performed by each person who works on the project and all associated costs or charges applicable to work covered by the Basic Fee and approved Extra Services. The CONTRACTOR additionally shall be responsible for all subcontractors keeping similar records.

VII. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS:

A. The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

B. The CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

VIII. ERRORS OR OMISSION CLAIMS AND DISPUTES:

A. Definitions:

1. A "Contractor" is a duly licensed contractor or other provider of professional services, acting as a business entity (owner, partnership, corporation, joint venture or other business association) in accordance with the terms of an Agreement with the COUNTY.

2. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time, change orders, or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and CONTRACTOR arising out of or relating to the contract.

Claims must be made by written notice. The provisions of Government Code section

EXHIBIT D

901, et seq., shall apply to every claim made to COUNTY. The responsibility to substantiate claims shall rest with the party making the claim. The term "Claim" also includes any allegation of an error or omission by the CONTRACTOR.

B. In the spirit of cooperation between the COUNTY and CONTRACTOR, the following procedures are established in the event of any claim or dispute by the CONTRACTOR or the COUNTY alleging a negligent error, act, or omission.

1. Claims, disputes or other matters in question between the parties, arising out of or relating to this Agreement, shall not be subject to arbitration, but shall be subject to the following procedures.

2. The COUNTY Representative and the CONTRACTOR shall meet and confer and attempt to reach agreement on any dispute, including what damages have occurred, the measure of damages and what proportion of damages, if any, shall be paid by either party.

3. If the COUNTY and CONTRACTOR cannot reach agreement under Article VIII, "ERRORS OR OMISSION CLAIMS AND DISPUTES", paragraph B., subparagraph two (2), above, the disputed issues may, upon concurrence by all parties, be submitted to a panel of three (3) for a recommended resolution. The CONTRACTOR and the COUNTY shall each select one (1) member of the panel, and the third member shall be selected by the other two panel members. The discovery rights provided by California Code of Civil Procedure for civil proceedings shall be available and enforceable to resolve the disputed issues. Either party requesting this dispute resolution process shall, when invoking the rights to this panel, give to the other party a notice describing the claims, disputes and other matters in question. Prior to 20 calendar days before the initial meeting of the panel, both parties shall submit all documents such party intends to rely upon to resolve such dispute. If it is determined by the panel that any party has relied on such documentation, but has failed to previously submit such documentation on a timely basis to the other party, the other party shall be entitled to a 20 calendar day continuance of such initial meeting of the

EXHIBIT D

1 panel. The decision by the panel is not a condition precedent to arbitration, mediation
2 or litigation.

3 4. Upon receipt of the panel's recommended resolution of the dispute
4 issues, the COUNTY and the CONTRACTOR shall again meet and confer and attempt
5 to reach agreement. If the parties still are unable to reach agreement, each party shall
6 have recourse to all appropriate legal and equitable remedies.

7 C. The procedures to be followed in the resolution of claims and disputes
8 may be modified any time by mutual agreement of the parties hereto.

9 D. The CONTRACTOR shall continue to perform its obligations under this
10 Agreement pending resolution of any dispute, and the COUNTY shall continue to make
11 payments of all undisputed amounts due under this Agreement.

12 E. When a claim by either party has been made alleging the
13 CONTRACTOR's negligent error, act, or omission, the COUNTY Representative and
14 the CONTRACTOR shall meet and confer within twenty-one (21) calendar days after
15 the written notice of the claim has been provided.

16 IX. JOINDER OF PARTIES:

17 The CONTRACTOR, subcontractors of any tier, suppliers and construction
18 lenders shall all be bound by the dispute resolution provisions of this Agreement, and
19 immediately upon demand of COUNTY or CONTRACTOR, shall participate in and shall
20 become parties to the dispute resolution process, provided they have signed any
21 document that incorporates or refers to the dispute resolution provisions of this
22 agreement. Failure of CONTRACTOR, whether intended or inadvertent, to ensure that
23 such nonparties have signed such a document shall inure only to CONTRACTOR's
24 detriment, if any there be. COUNTY shall not suffer a detriment by CONTRACTOR's
25 action or inaction in this regard. If such a party after due notice fails to appear at and
26 participate in the dispute resolution proceedings, the panel established in accordance
27 with the provisions of Article VIII, "ERRORS OR OMISSION CLAIMS AND DISPUTES",
28 paragraph B., subparagraph 3, above, shall make a decision based on evidence

EXHIBIT D

introduced by the party or parties who do participate.

X. CONTRACTOR's OBLIGATION RELATING TO REGULATORY REQUIREMENTS:

The CONTRACTOR shall analyze and adhere to requirements of all relevant regulatory codes, including, but not limited to, all applicable provisions of the California Code of Regulations; and all applicable waste discharge requirements, monitoring and reporting programs, and standard provisions and reporting requirements, including any subsequent updates or modifications thereto.

XI. INDEPENDENT CONTRACTOR:

A. In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

B. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

EXHIBIT D

XII. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon the COUNTY, the CONTRACTOR, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants set forth herein.

XIII. REQUIRED APPROVALS:

It is understood that the CONTRACTOR shall not assign, sublet, subcontract, or transfer CONTRACTORs rights, duties, or obligations in this Agreement without the prior express, written consent of the COUNTY. Such consent and approval may be given only by the COUNTY Board of Supervisors.

XIV. COMPLIANCE WITH LAWS:

CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, regulations, and Fresno County Charter Provisions in effect at the time of CONTRACTOR's performance of the professional services to be provided hereunder.

XV. GOVERNING LAW:

A. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in a state court for Fresno County, California, or in the U.S. District Court for the Eastern District of California, located in Fresno County.

B. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVI. CHANGES OR AMENDMENTS:

Any increase in the Total Fee limits set forth in Article V, "COMPENSATION / INVOICING", paragraph A. must be authorized by formal amendment of this Agreement. All amendments must be in writing and signed by the parties hereto.

XVII. CONTRACTOR'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute and

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1 deliver this Agreement on behalf of such corporation in accordance with a duly adopted
2 resolution of the corporation's board of directors and in accordance with such
3 corporations' articles of incorporation or charter and bylaws; (ii) that this Agreement is
4 binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and
5 legally existing partnership in the State of California.

6 XVIII. HOLD HARMLESS:

7 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
8 request, defend the COUNTY, its officers, agents, and employees from any and all
9 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
10 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR,
11 its officers, agents or employees under this Agreement, and from any and all costs and
12 expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
13 firm, or corporation who may be injured or damaged by the performance, or failure to
14 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

15 XIX. LIABILITY INSURANCE:

16 A. Prior to commencing the duties under the Agreement with the COUNTY,
17 the CONTRACTOR shall furnish the COUNTY, at no additional cost to the COUNTY,
18 certificates and formal Endorsements for the following insurance policies which shall be
19 kept in force during the term of the Agreement or until the Agreement is terminated or it
20 expires, and for such additional time as may be specified herein with respect to a
21 particular type of policy.

22 1. Commercial General Liability:

23 Commercial General Liability Insurance with limits of not less than
24 One Million and No/100s Dollars (\$1,000,000.00) per occurrence and an annual
25 aggregate of Two Million and No/100s Dollars (\$2,000,000.00).

26 a. This policy shall be issued on a per occurrence basis.

27 b. The policy shall include coverage for bodily injury, broad
28 form property damage, personal injury, products and completed operations, and blanket

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contractual coverage including, but not limited to liability assumed under the Indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Services Office, Inc., Policy Form CG 00011093.

2. Automobile Liability:

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand and No/100s Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100s Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand No/100s Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand No/100s Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Worker's Compensation:

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

4. Professional Liability:

Professional Liability Insurance with limits of not less than One Million and No/100s Dollars (\$1,000,000.00) per occurrence, Three Million and No/100s Dollars (\$3,000,000.00) annual aggregate, and with a deductible not to exceed Fifty Thousand and No/100s Dollars (\$50,000.00).

a. A deductible greater than \$50,000 will be accepted upon the COUNTY receiving satisfactory, certified information of the CONTRACTOR's ability to support such a deductible. The financial ability to support the difference between the Fifty Thousand and No/100s Dollars (\$50,000.00) and greater deductible amount requested by CONTRACTOR shall be guaranteed by any of the following:

- (1) Cash deposit with a trustee bank.
- (2) Irrevocable letter of credit issued by a bank for a period sufficient for the COUNTY to determine if there is a claim to be made against the CONTRACTOR, e.g. six months after termination of Agreement.

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b. CONTRACTOR and sub-contractors shall make full disclosure, in writing to the COUNTY, of all pending and open claims and disputes during the course of this Agreement that affect the specified aggregate limits of the Professional Liability Insurance policy.

c. The professional liability insurance coverage shall extend for a minimum of three (3) years past the term of this Agreement pursuant to Article XXI, "Term and Renewal", paragraph B., to include the resolution of all claims, disputes, and matters in question.

B. All policies shall be with admitted insurers licensed to do business in the State of California. CONTRACTOR shall give COUNTY at least thirty (30) calendar days written advance notice of any expiration, cancellation or reduction in the coverage of any of the aforesaid policies. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

C. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) calendar days advance written notice given to COUNTY.

D. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

XX. OWNERSHIP OF DOCUMENTS:

A. All final deliverable reports and relevant electronic forms required in performing services under this Agreement shall be submitted to and shall remain at all

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times the property of the COUNTY regardless of whether they are in the possession of CONTRACTOR or any other person, firm, corporation or agency.

B. Reports, studies and other documents prepared by CONTRACTOR pursuant to this Agreement are intended to be relied upon, and capable of reuse by COUNTY or others as suitable in connection with extensions of the services provided for a project. Any use of completed documents for other projects and/or any use of uncompleted documents will be at COUNTY's sole risk and without liability or legal exposure to CONTRACTOR.

XXI. TERM AND RENEWAL:

A. CONTRACTOR shall diligently proceed with the services specified in Article III, "CONTRACTOR's OBLIGATIONS" and shall provide such services in a timely manner. Failure of the CONTRACTOR to provide such services, unless the delay is attributable to the COUNTY or State, is sufficient cause to terminate immediately this Agreement, at the option of the COUNTY, in accordance with Article XXII, "TERMINATION OF AGREEMENT".

B. Upon execution, this Agreement shall be effective, retroactively, as of December 19, 2006, and shall remain in effect for a term of one (1) year. This Agreement shall automatically renew on its anniversary date for a maximum of two (2) additional one (1) year terms, unless the COUNTY gives written notice to CONTRACTOR, at least thirty (30) calendar days prior to the expiration of the then-current one (1) year term, of COUNTY's intent not to renew this Agreement.

XXII. TERMINATION OF AGREEMENT:

A. This Agreement may be terminated without cause at any time by the COUNTY upon thirty (30) calendar days written notice. If the COUNTY terminates this Agreement, the CONTRACTOR shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Article V, "COMPENSATION / INVOICING", together with such additional services satisfactorily performed after

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1 termination which are expressly authorized by the COUNTY Representative in order to
2 conclude the work performed to date of termination.

3 B. If the CONTRACTOR purports to terminate the Agreement, or otherwise
4 refuses to perform pursuant to the Agreement, for reasons other than material breach
5 by the COUNTY, the CONTRACTOR shall reimburse the COUNTY, up to a maximum
6 of One Thousand and No/100s Dollars (\$1,000.00) for the actual expense of engaging a
7 new CONTRACTOR.

8 C. The COUNTY may immediately suspend or terminate this Agreement in
9 whole or in part, where in the determination of the COUNTY there is:

- 10 1. An illegal or improper use of funds;
- 11 2. A failure to comply with any term of this Agreement;
- 12 3. More than three incorrect or incomplete reports submitted to the
13 COUNTY, CRWQCB, State Office of Drinking Water or Fresno County
14 Department of Health Services, Environmental Section within a thirty (30)
15 calendar day period; or
- 16 4. An improperly performed service causing a financial loss to the
17 COUNTY of an amount more than Five Hundred and No/100s Dollars (\$500.00).

18 D. In the event this Agreement is terminated for any reason, all COUNTY's
19 rights and remedies against CONTRACTOR, including but not limited to those rights
20 and remedies provided for in Article III, shall survive such termination.

21 E. In no event shall any payment by the COUNTY constitute a waiver by the
22 COUNTY of any breach of this Agreement or any default, which may then exist on the
23 part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy
24 available to the COUNTY with respect to the breach or default. The COUNTY shall
25 have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
26 funds disbursed to the CONTRACTOR under this Agreement, which, in the judgment of
27 the COUNTY and as determined in accordance with the procedures of VIII. "ERRORS
28 OR OMISSION CLAIMS AND DISPUTES" were not expended in accordance with the

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terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

F. The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) calendar days advance written notice.

XXIII. COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XXIV. CONFLICT OF INTEREST:

The CONTRACTOR shall comply with the provisions of the Fresno County Department of Public Works Conflict of Interest Code, attached hereto as Exhibit B and incorporated herein. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission.

XXV. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which

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1 constitute this Agreement, the inconsistency shall be resolved by giving precedence in
2 the following order of priority: (1) the text of this Agreement (excluding Exhibit "A", the
3 COUNTY'S Request for Quotation No. _____ and the CONTRACTOR'S Quote in
4 response thereto); (2) the COUNTY'S Request for Quotation No. _____; and (3) the
5 CONTRACTOR'S quotation made in response to COUNTY'S Request for Quotation No.
6 _____.

7 XXVI. SEVERABILITY:

8 Should any provision herein be found or deemed to be invalid, this Agreement
9 shall be construed as not containing such provision, and all other provisions which are
10 otherwise lawful shall remain in full force and effect, and to this end the provisions of
11 this Agreement are hereby declared to be severable.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first hereinabove written.

COUNTY OF FRESNO

CONTRACTOR:

(Authorized Signature)

BY: _____
JUDITH G. CASE, CHAIRMAN BOARD
OF SUPERVISORS

Print Name & Title

REVIEWED AND RECOMMENDED
FOR APPROVAL:

Mailing Address

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS
COUNTY COUNSEL

BY: _____
Deputy

FOR ACCOUNTING USE ONLY:

Org No.: Various Budgets,
Account No.: 7295

APPROVED AS TO ACCOUNTING
FORM:
VICKI CROW, C.P.A.
AUDITOR-
CONTROLLER/TREASURER-TAX
COLLECTOR

BY: _____
Deputy

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BZ: bz
10/19/09