

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Associated Laboratories
Agreement Type:	Water chemical analysis of water samples for the Water Department
Date Approved:	08 28 2012
Start Date:	08 28 2012
End Date:	Until completed
Contract Amount:	\$175,000
Comments:	Public Works
Insurance Expiration:	01 23 2013
Date Archived:	



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Dina Nguyen  
Mayor Pro Tem

Bruce A. Broadwater  
Council Member

Steven R. Jones  
Council Member

Kris Beard  
Council Member

September 27, 2012

Associated Laboratories  
806 N. Batavia  
Orange, CA 92868

Attention: Tito Parola

Enclosed is a copy of an Agreement by and between the City of Garden Grove and Associated Laboratories to provide water chemical analysis of water samples for the Water Department.

The Agreement was approved at the City Council meeting held on August 28, 2012.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

  
By: Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 28<sup>th</sup> day of August, 2012, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and De Par, Inc. doing business as Associated Laboratories, a California corporation, hereinafter referred to as "Laboratory." City and Laboratory are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, City has determined that there is a need for a contractor to furnish all labor, materials and equipment to provide water chemical analysis of water samples for the City of Garden Grove.

WHEREAS, City desires to retain a Laboratory to provide such services; and

WHEREAS, Laboratory is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

### **AGREEMENT**

#### **I. SCOPE OF WORK**

City agrees to retain Laboratory, and Laboratory agrees to perform the services set forth in the Scope of Services described as Exhibit A - Schedule of Required Tests, attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Laboratory agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Laboratory's profession. By executing this Agreement, Laboratory warrants that it has carefully considered how the work should be performed and fully understands the difficulties and restrictions attending performance of the work under this Agreement.

#### **II. TERM**

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall

remain and continue in effect unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

### **III. FEES**

#### **A. Accounting Records**

Laboratory shall keep complete, accurate, and detailed accounts of all costs and expenditures pertaining in any way to this Agreement. Upon request of City, Laboratory shall provide City with all records pertaining to this Agreement.

#### **B. Total Payment**

The Parties agree that Laboratory shall bill for the Services provided by Laboratory to City on a per sample basis and in accordance with scope of services and the charges and fee schedule attached as Exhibit "A" except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$35,000 per year and not to exceed \$175,000 over the five-year contract period.

#### **C. Monthly Payment**

1. City agrees to pay Laboratory monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "A" and "B" attached hereto based upon actual time spent providing the services outlined in this Agreement. Laboratory shall submit to City monthly statements requesting payment. Such requests shall be based upon the number of samples and value of the Services performed by Laboratory under this Agreement and shall be prepared by Laboratory and accompanied by such reporting data including a detailed breakdown of all costs incurred during the period covered by the statement, as may be required by City. Invoices shall be submitted on or before the second week of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Laboratory within thirty (30) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Laboratory and may withhold the payment amount for the unfinished work accordingly.

2. Laboratory shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance in writing by the City Manager or his or her designee.

3. Laboratory shall not be compensated for any services rendered in the event that a sample is broken, lost or rendered unusable due to violation(s) of applicable EPA methods including time sensitive testing after custody has been relinquished by City.

#### **IV. TERMINATION**

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Laboratory thirty (30) days written notice. Upon said notice, City shall pay Laboratory its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Laboratory shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Laboratory shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Laboratory will submit an invoice to City pursuant to Section 3. Laboratory may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

#### **V. DEFAULT OF LABORATORY**

A. Laboratory's failure to comply with the provisions of this Agreement shall constitute a default. In the event Laboratory is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Laboratory for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Laboratory.

B. If the City Manager, or his/her designee, determines that Laboratory is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Laboratory in writing of such default. Laboratory shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Laboratory fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Laboratory shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, re-procurement costs of the same or similar services defaulted by Laboratory under this Agreement.

#### **VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES**

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Laboratory a City employee. During the performance of this Agreement, Laboratory and its officers, employees, and agents shall act in an independent capacity and shall not

act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Laboratory shall at all times be under Laboratory's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Laboratory or any of its officers, employees, or agents, except as set forth in this Agreement. Laboratory, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Laboratory shall not incur or have the power to incur any debt obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Laboratory, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Laboratory as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Laboratory for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Laboratory, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Laboratory's officers, employees, servants, representatives, subcontractors, or agents, Laboratory shall indemnify City for all such financial obligations.

## **VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT**

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

The experience, knowledge, capability, and reputation of Laboratory, its principals and employees were a substantial inducement for City to enter into this Agreement. Laboratory may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Laboratory shall not contract with any other person or entity to perform the Services required without written approval of City. If Laboratory is permitted to subcontract any part of this Agreement by City, Laboratory shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Laboratory. City will deal directly with and will make all payments to Laboratory as provided for in Section III.

**IX. SUCCESSORS IN INTEREST**

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**X. THIRD PARTY BENEFICIARY**

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**XI. INSURANCE**

- A. COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and a waiver of subrogation **for each policy** against the CITY, its officers, officials, agents, employees, and volunteers.
- B. WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- C. INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
1. Commercial general liability in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate,; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  2. Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  3. Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY

and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 6.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 6.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide the schedule of underlying policies for an excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

Contractor agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by laboratory agrees to monitor and review all such coverage



and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

## **XII. INDEMNITY**

To the fullest extent permitted by law, Laboratory shall indemnify, defend (at Laboratory's sole cost and expense), protect and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Laboratory's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Laboratory, its agents, employees, or subcontractors, or arise from Laboratory's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Laboratory's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Laboratory shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Laboratory will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Laboratory is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Laboratory to any extent, then City will reimburse Laboratory for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Laboratory for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Laboratory or any parties other than Indemnified Parties against such Claims.

Laboratory's liability for indemnification hereunder is in addition to any liability Laboratory may have to City for a breach by Laboratory of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Laboratory's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without

limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Laboratory's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

### **XIII. COMPLIANCE WITH LAW**

A. Laboratory certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Laboratory is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Laboratory agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Laboratory shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Laboratory shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its councilmembers, officers, employees, and agents shall not be liable at law or in equity for Laboratory's failure to comply with such laws and regulations.

### **XIV. LICENSES AND QUALIFICATIONS**

Laboratory represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Laboratory represents and warrants to City that Laboratory shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Laboratory to perform Services under this Agreement.

### **XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

A. All information gained by Laboratory in the performance of this Agreement shall be considered confidential and shall not be released by Laboratory without City's prior written authorization. Laboratory, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project within City. Response to a subpoena or court order shall not be

considered "voluntary" for the purposes of this Section, provided Laboratory gives City proper notice of such subpoena or court order. Laboratory shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Laboratory, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Laboratory and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Laboratory agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Laboratory, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents for this project shall become the property of City upon the termination or completion of the work. Laboratory agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

#### **XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA**

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

#### **XVII. ATTORNEYS' FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

#### **XVIII. WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the

covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**XIX. NOTICES**

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Water Quality Supervisor

To Laboratory: Associated Laboratories  
806 North Batavia St.  
Orange, CA 92868  
Attention: Tito Parola

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

**XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

**XXI. FORCE MAJEURE**

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability

excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

**XXII. TIME IS OF THE ESSENCE**

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

**XXIII. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

**XXIV. PROHIBITED INTERESTS**

Laboratory covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Laboratory warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

**XXV. SCOPE CHANGES**

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Laboratory's fees.

**XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to the Laboratory, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Laboratory or its successor, or for breach of any obligation of the terms of this Agreement.

**XXVII. AGREEMENT EXECUTION AUTHORIZATION**

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

**XXVIII. RECITALS**

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Laboratory as of the day and year first above written.

CITY OF GARDEN GROVE

By: Matthew J. Fertal  
Matthew J. Fertal  
City Manager

ATTEST:

By: Kathy Bailor  
Kathy Bailor  
City Clerk

De Par, Inc., dba Associated Laboratories, a  
California corporation

By: Giuseppe Farola  
President

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: James H. Eggert for  
Thomas F. Nixon  
City Attorney

## Exhibit A – Schedule of Required Tests

Analysis	Frequency	Total	Unit Cost
Colisure	Weekly	33	\$7.00
Total Phosphate	Monthly	8	\$20.00
MTF	Monthly	12	\$10.50
Color *	Monthly	33	\$6.50*
Odor *	Monthly	33	NA *
Turbidity *	Monthly	33	NA *
HAA5s	Quarterly	8	\$130.00
TTHMs	Quarterly	8	\$35.00
Iron	Monthly	1	\$15.00**
Manganese	Monthly	1	\$15.00**
Total Hardness	Monthly	1	\$12.00 **
Soluble Sulfides	Quarterly	4	\$22.00 ***
TDS	Quarterly	4	\$19.00***
Nitrates	Weekly	4	\$15.00
Lead	Triennially	55	\$15.00****
Copper	Triennially	55	\$15.00****


\*Color, Odor and Turbidity are all included in a Physical Analyses. The cost per sample for Physical Analyses is \$6.50.

\*\*Iron, Manganese and Total Hardness done as a group (which is how you usually ask for them) is \$31.53 per sample. (A \$10.47 discount per sample)

\*\*\*Soluble Sulfides and TDS done as a group (which is how you usually ask for them) is \$33.00 per sample. (A \$8.00 discount per sample)

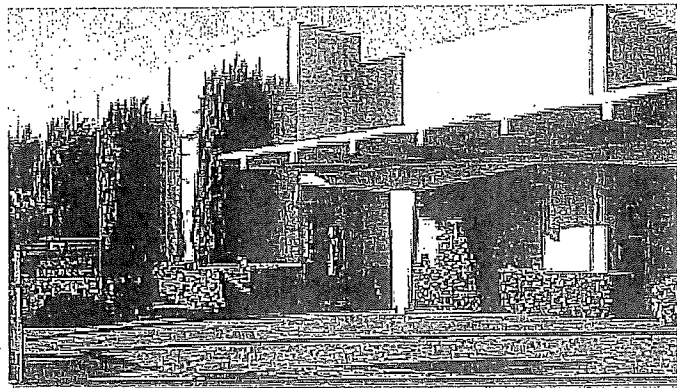
\*\*\*\*Lead and Copper done as a group (which is how you usually ask for them) is \$28.00 per sample. (A \$2.00 discount per sample)

ASSOCIATED LABORATORIES, by:

  
Tito L. Parola  
President

# *Associated Laboratories*

*Since 1922*



Associated Laboratories main laboratory facility located in Orange, California.

## *Fee Schedule for 2011*

*806 North Batavia Street  
Orange, California 92868  
714-771-6900*



Organic AnalysisCost

1,2-Dibromo-3-chloropropane (DBCP), 1,2-Dibromoethane (EDB), 1,2,3-Trichloropropane (TCP) by EPA 504.1	\$ 50.00
1,4-Dioxane by EPA 8270 SIM - Isotope Dilution	\$ 110.00
Carbon Chain by EPA 8015M	\$ 45.00
Diesel by EPA 8015/DRO	\$ 45.00
Ethanol/Methanol by EPA 8015M	\$ 50.00
Gasoline by EPA 8015M/GRO	\$ 30.00
BTEX by EPA 8021	\$ 45.00
Herbicides by EPA 8151	\$ 130.00
Motor Oil by EPA 8015M	\$ 50.00
Organochlorine Pesticides by EPA 8081/ EPA 608	\$ 80.00
Organophos Pesticides by EPA 8141	\$ 100.00
PCB by EPA 8082	\$ 65.00
Polynuclear Aromatic Hydrocarbons by EPA 8270/ 8310	\$ 110.00
Semi Volatiles by EPA 8270/ EPA 625	\$ 150.00
Volatiles by EPA 8260/EPA 624/ EPA 524.2	\$ 80.00

Air AnalysisCost

Fix Gases by EPA 3C	\$ 60.00
Oxygenates by EPA TO 15	\$ 85.00
Volatiles by EPA TO 15	\$ 125.00
Gasoline by EPA TO 3M	\$ 50.00
C1 - C6	
Alkanes by EPA TO 3M	\$ 70.00
Hydrogen Sulfide by ASTM D5504M	\$ 60.00

MetalsCost

ICP Metals by EPA 200.7/6010 full scan	\$ 130.00
ICP-MS Metals by EPA 200.8/6020 full scan	\$ 150.00
ICP Metals by EPA 200.7/ 6010 single element	\$ 20.00
ICP-MS Metals by EPA 200.8 / 6020 single element	\$ 25.00
Mercury EPA 245.1/ 7470/ 7471	\$ 45.00
Title 22 Metals by EPA 6010	\$ 100.00
RCRA Metals by EPA 6010	\$ 95.00
STLC Extraction	\$ 30.00
TCLP Extraction	\$ 30.00

Equipment

Cost

EPA 5035 Kits for VOCs and or Gasoline	\$ 7.00
1 Liter Canisters	\$ 30.00
6 Liter Canisters	\$ 40.00
Regulators	\$ 20.00
Tubing	\$3.00/ft.

Field Services

Cost

ISCO setup and take down	\$ 95.00
Grab samples	\$ 50/hour
Courrier Service	\$ 20.00

<b><u>Surcharges for accelerated Turnaround Time will be applied to analysis costs as follows:</u></b>	
Surcharge for Turnaround Time of Three (3) Business Days (50%)	50%
Surcharge for Turnaround Time of Two (2) Business Days (75%)	75%
Surcharge for Turnaround Time of one (1) Business Days (100%)	100%
Surcharge for Turnaround Time of Same (0) Business Day (200%)	200%

These TATs are good faith best efforts subject to the nature of sample analysis of environmental matrices.

If a sample causes GCMS interferences due to the presence of organics above "trace" levels, CRG may ask for: Additional TAT (unpenalized) to accommodate Additional Laboratory Cleanup Procedures, or Surcharge for Additional Laboratory Cleanup Procedures (per organics group)

QA/QC Sample Volume: Provided enough sample volume, the above pricing would include analysis of all laboratory QA/QC samples, on a minimum frequency of 1/batch for the purpose of testing for laboratory contamination, accuracy and precision. QA/QC samples would include the appropriate process blanks, laboratory duplicates, matrix spikes/matrix spike duplicates, laboratory control materials, certified reference materials and/or surrogate spikes.

Wet ChemistryCost

Acidity by SM 2310-B	\$ 18.00
Alkalinity, Total by SM 2320-B	\$ 18.00
Ammonia by EPA 350.2	\$ 27.00
Anions (fluoride, chloride, nitrate, nitrite, bromide, o-phosphate, sulfate)	\$ 90.00
BOD by SM 5220-C	\$ 35.00
Bromate by EPA 300.1	\$ 50.00
Chemical Oxygen Demand by EPA 410.4	\$ 30.00
Chlorate by EPA 300.1	\$ 50.00
Chloride by EPA 300.0	\$ 18.00
Chlorine, Total and free by SM 4500-CL	\$ 20.00
Chlorophyll by SM10200-H	\$ 50.00
Color by SM 2120-B	\$ 15.00
Corrosivity by EPA 1110	\$ 120.00
Cyanide, Total by EPA 335.4	\$ 50.00
Fluoride by SM 4500-F-C (ISE)	\$ 22.00
Formaldehyde by AOAC 964.21	\$ 35.00
Free Carbon Dioxide CO <sub>2</sub> -C by SM 4500-CO <sub>2</sub> -C	\$ 18.00
Hardness by calculation SM 2340 B	\$ 15.00
Hexavalent Chromium by 218.6/ 7199	\$ 70.00
Hexavalent Chromium by 7196	\$ 35.00
Ignitability closed cup by ASTM D93-08	\$ 60.00
Inorganic Nitrogen	\$ 60.00
Iodide by EPA 300.0	\$ 50.00
MBAS by EPA 425.1	\$ 45.00
Merchaptans by ALCH 4028	\$ 60.00
Moisture	\$ 20.00
Nitrate-Nitrite-N by EPA 300.0/ 353.2	\$ 25.00
Odor by SM 2150-B	\$ 15.00
Oil & Grease by EPA 1664 HEM/SG-HEM	\$ 40.00
Organic Nitrogen	\$ 60.00
ortho-Phosphate by EPA 300.0/ SM 4500-P-E	\$ 25.00
Paint Filter Test by EPA 9095	\$ 50.00
Perchlorate by EPA 314.1	\$ 35.00
pH by EPA 150.1	\$ 12.00
Phenols, Total by EPA 420.1	\$ 45.00
Phosphate, Total by SM 4500-P-B-E	\$ 40.00
Phosphorus, Total by SM 4500-P-B-E	\$ 40.00
Reactive Silica by SM 4500-SI-E	\$ 30.00
Redox Potential by SM 2580-B	\$ 25.00

*(Wet Chemistry rates continue)*

Settleable Solids by SM 2540-F	\$	15.00
Specific Conductance by SM 2510-B	\$	15.00
Sulfate by EPA 300.0	\$	18.00
Sulfide, Total	\$	25.00
Total Dissolved Solids by SM 2540-C	\$	18.00
Total kjeldahl Nitrogen by EPA 351.2/ 351.3	\$	45.00
Total Nitrogen	\$	60.00
Total Organic Carbon by EPA 415.1/ EPA 9060/ SM 5310 B	\$	40.00
Total Solids by SM 2540-B	\$	18.00
Total Suspended Solids by SM 2540-D	\$	18.00
TRPH by EPA 418.1	\$	50.00
Turbidity by SM 2130-B	\$	15.00
Volatile and Non-volatile Solids by EPA 160.4	\$	40.00

*Microbiology*

*Cost*

Anaerobic Plate Count by ALMI 5029	\$	25.00
E. Coliform by SM 9221-F	\$	50.00
Fecal Coliform by SM 9221-E	\$	20.00
Iron Bateria by SM 9240-D-B	\$	65.00
Total Coliform by SM9221-B	\$	20.00
Legionella by CDC LEGION	\$	100.00
Listeria by ALMI 5024	\$	50.00
Salmonella by ALMI 5023	\$	50.00
Sulfur Bacteria by SM 9240-D-H	\$	65.00
Yeast & Mold by ALMI 5022	\$	20.00

*Fish Toxicity*

*Cost*

Fish Toxicity (821-R-02-12)	\$	200.00
Fish Toxicity (600 /4-90/ 027F)	\$	200.00
Fish Toxicity Title 26 section 66261.24(6) 96-hour	\$	175.00
Definitive	\$	300.00

*Food*

*Cost*

Ash by AOAC 923.03	\$	20.00
Fat, Crude by AOAC 945.44	\$	40.00
Protien by AOAC 991.20	\$	45.00
Moisture by AOAC 934.01	\$	35.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2012

**PRODUCER** Edgewood Partners Insurance Center (EPIC)  
19000 MacArthur Blvd. PH Floor  
Irvine, CA 92612

(949) 263-0606  
(949) 263-0906

www.edgewoodins.com

**INSURED** De Par Inc. dba:  
Associated Laboratories, Inc.  
806 N. Batavia  
Orange CA 92868

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Ins. Co. <i>A, XV</i>	
INSURER B: Peerless Ins. Co. <i>A, XV</i>	
INSURER C: Cypress Ins. Co. <i>A, XV, XIV</i>	
INSURER D: Indian Harbor Ins. Co. <i>A, XV</i>	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC002209105 Subject to a \$5,000 ded BI/PD	1/23/2012	1/23/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	BA9792677  No Liability Ded or S.I.R	1/23/2012	1/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
D		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UEC003585100	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N	3300053746111	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER</b> Pollution/Professional	PEC002209205	1/23/2012	1/23/2013	1,000,000/\$2,000,000 subject to a \$10,000 retention

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as an additional insured with respects general liability per form CG2026 0704 but only if required by written contract with the named insured prior to an occurrence - subject to policy terms, conditions and exclusions.

### CERTIFICATE HOLDER

City of Garden Grove  
Purchasing Division/Ann  
11222 Acacia Parkway  
Garden Grove CA 92842

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER TO ANY OTHER REPRESENTATIVE. \* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE  
Susan J. Sampson *[Signature]*

*8-20-12*

Reviewed and approved as to insurance language  
and/or requirements.

2745

Heidi M. Jay 8-26-12  
Risk Management

De Pau Inc. dba Associated Laboratories.

De Par Inc. dba:

Associated Laboratories, Inc.

1/25/2012

POLICY NUMBER: GEC002209105 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Approved and issued by the undersigned  
agent of the above named insurance company

CG 20 26 07 04

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Page 1 of 1

27  
8-26-12

Reviewed and approved as to insurance language  
and/or requirements.

27~~8~~

*William Jay* 8-26-12

Risk Management

DePar Inc. dba Associated Laboratories.



ENDORSEMENT #005

This endorsement, effective 12:01 a.m., January 23, 2010 forms a part of Policy No GEC002209105 issued to DEPAR, INC. DBA ASSOCIATED LABORATORIES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

Risk Management  
Review and approval of all coverages and conditions  
with endorsement

275  
✓ 8-26-12

Reviewed and approved as to insurance language  
and/or requirements.

21#5

Neil M. Jay 8-20-12  
Risk Management

De Par Inc. dba Associated Laboratories

### COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### SECTION II – LIABILITY COVERAGE

##### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

##### 2. COVERAGE EXTENSIONS

##### a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

ORIGINAL CONTRACT IS BEYOND OUR CONTROL  
 ENDORSEMENT TO POLICY  
 Risk Management

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27  
 ✓ 8-26-12

Reviewed and approved as to insurance language  
and/or requirements.

27 ~~5~~

Neil M. Jay 8-26-12  
Risk Management

De Par Inc. dba Associated Laboratories.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".
- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 5. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. – BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

#### B. GENERAL CONDITIONS

9. is added:

##### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

#### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

AGREEMENT WITH ASSOCIATED LABORATORIES TO PROVIDE WATER  
QUALITY LABORATORY SERVICES (F: 55-Associated Laboratories)

Staff report dated August 28, 2012, was introduced.

It was moved by Council Member Jones, seconded by Council Member Beard, and carried by unanimous vote of those present that the Agreement by and between the City of Garden Grove and DePar, Inc., dba Associated Laboratories for water quality laboratory services, in an amount not to exceed \$175,000, be and hereby is approved; and the City Manager is authorized to execute the Agreement and make minor modifications as appropriate on behalf of the City.

---

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal  
Dept: City Manager  
Subject: AGREEMENT WITH ASSOCIATED LABORATORIES TO PROVIDE WATER QUALITY LABORATORY SERVICE

From: William E. Murray  
Dept: Public Works  
Date: August 28, 2012

OBJECTIVE

To request the City Council approve an agreement with De Par, Inc. doing business as Associated Laboratories (hereafter referred to as Associated Laboratories) for water quality laboratory service.

BACKGROUND

As part of the Safe Drinking Water Act, the California Department of Public Health (CDPH) requires all water agencies to report water sampling results from water facilities on a weekly, quarterly, annually and triennial basis, for the purpose of monitoring levels of contaminants. Associated Laboratories currently provides water quality laboratory services for all City-owned water facilities.

DISCUSSION

Staff requested proposals from three (3) laboratories to provide water quality laboratory services. Out of those three (3), only two (2) consultants responded in the allotted time, Associated Laboratories and Truesdail Laboratories. The third laboratory, Test America, submitted their proposal past the deadline.

Three staff members rated the proposals on the basis of the laboratories' knowledge, project team experience, schedule and references. Based on evaluation results, Associated Laboratories rated highest on its ability to provide water quality laboratory services.

The following table provides a summary of the ratings with the highest total being the most qualified:



AGREEMENT WITH ASSOCIATED LABORATORIES TO  
PROVIDE WATER QUALITY LABORATORY SERVICE  
August 28, 2012  
Page 2

	<b>Associated Laboratories</b> Orange, CA	<b>Truesdail Laboratories</b> Tustin, CA
<i>Rater A</i>	166.6	167
<i>Rater B</i>	159.5	148
<i>Rater C</i>	162	146
<b>Totals</b>	<b>488.1</b>	<b>461</b>

Upon selection of the most qualified firm, Water Services staff interviewed Associated Laboratories and negotiated the terms of the attached agreement.

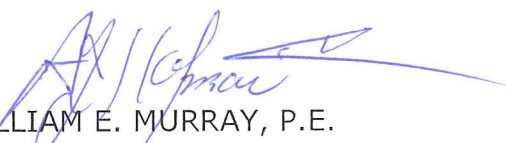
FINANCIAL IMPACT

Water Funds in the amount of \$175,000 were appropriated in the FY 2012/13 Budget for this project. There is no impact to the General Fund.

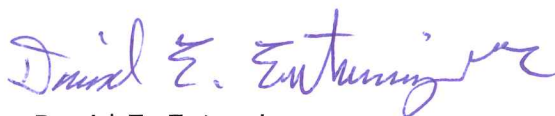
RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with DePar, Inc. dba Associated Laboratories for water quality laboratory services, in the amount not to exceed \$175,000; and
- Authorize the City Manager to execute the attached Professional Service Agreement with Associated Laboratories, and make minor modifications as appropriate on behalf of the City.



WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer



By: David E. Entsminger  
Water Services Manager

Attachment: Professional Service Agreement

**Recommended for Approval**



**Matthew Fertal**  
City Manager