

**CITY OF CORONA  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH EUROFINS EATON ANALYTICAL, LLC  
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS RFP 18-032JT)**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this 26<sup>th</sup> day of June, 2020 by and between the City of Corona (“City”) and Eurofins Eaton Analytical, a Delaware Limited Liability Company (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated May 8, 2018 (“Agreement”), whereby Consultant agreed to provide Chemical and Bacteriological Laboratory Analysis Services pursuant to RFP 18-032JT through June 30, 2019.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about July 10, 2019 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to (1) extend the term of the Agreement for one year through June 30, 2021; (2) amend the compensation for fiscal years ending June 30, 2020 and June 30, 2021; and (3) replace Exhibit “C-1” (Compensation) with Exhibit “C-2” (Compensation).

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2021 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Compensation. Section 3.3.1 (Compensation) and Exhibit “C-1” (Compensation of the Agreement, as amended by the First Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates and Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Seven Hundred Ninety-two Thousand and Two Dollars (\$792,002.00)** per fiscal years ending June 30, 2020 and June 30, 2021 (“Total Compensation”) without written approval of the City’s Representative. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.5 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH EUROFINS EATON ANALYTICAL, LLC  
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS RFP 18-032JT)**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By:

\_\_\_\_\_  
Katie Hockett  
Assistant General Manager

Reviewed By:

\_\_\_\_\_  
Kristian Alfelor  
DWP Operations Manager

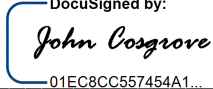
Reviewed By:

\_\_\_\_\_  
Scott Briggs  
Purchasing Specialist V

**CONSULTANT'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH EUROFINS EATON ANALYTICAL, LLC  
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS RFP 18-032JT)**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**EUROFINS EATON ANALYTICAL, LLC**  
a Delaware Limited Liability Company

By:   
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\_\_\_\_\_  
Signature  
John Cosgrove  
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title

## EXHIBIT "C-2" COMPENSATION

Total Compensation shall not exceed the amount specified in the Compensation section of this Agreement unless authorized by the City in writing.

All prices are to be firm fixed with five (5) one-year option renewals through June 30, 2024. Optional renewal periods shall be negotiated prior to the commencement of any additional one-year period. Price adjustments for each option year renewal will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside Area", (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

All unit costs for each line item price entered include sample containers, preservatives, ice chests, labels, plastic zip lock bags, pickup, delivery, testing, reporting and any ancillary costs required to complete the work.

### Schedule A - Water Production:

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
2100	Bacteriological: Presence/Absence Coliform/E Coli Heterotrophic plate count <sup>a</sup> Chlorine Residual	Title 22 Div. 4 Chap 15 Art 3	SM 9223 SM 9215B		\$25.00	\$52,500.00
300	Bacteriological: Presence/Absence E Coli (with density) Heterotrophic plate count <sup>a</sup> Chlorine Residual	Title 22 Chap 15 Art 3	SM 9223B		\$40.00	\$12,000.00
24	Fecal coliform Bacteria		SM9221B	2MPN/100ml	\$65	\$1,560.00
24	Volatile Organic Chemicals	Title 22 Div. 4 Chap 15 Art. 5.5	502.2 524.2		\$75.00	\$1,800.00
24	Semi Volatile Organics		525		\$150.00	\$3,600.00

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
24	Regulated Organics		547 549		\$75.00 \$75.00	\$1,800.00 \$1,800.00
24	Asbestos				\$125.00	\$3,000.00
24	Unregulated Chemicals	Article 17 64450	531.1		\$75.00	\$1,800.00
48	Chromium VI		218.7		\$50.00	\$2,400.00
236	Perchlorate		314		\$25.00	\$5,900.00
236	Perchlorate		331		\$40.00	\$9,440.00
4	Synthetic Organic Chemicals (SOCs)	Chap 15 Art. 5.5	502.2 504.1 506 507 508.1 515	524.2 551.1 525.2 525.2 505 515.4	\$50.00 \$50.00 \$150.00 \$75.00 \$75.00	\$200.00 \$200.00 \$600.00 \$300.00 \$300.00
12	Quarterly TCE &PCE			524.2	\$50.00	\$600.00
25	General Mineral	Chap 15 Art.4 & 16			\$200.00	\$5,000.00
24	Inorganic	Chap.15 Art.4			\$100.00	\$2,400.00
410	General Physical: Color, Odor, Turbidity pH and Temperature	Chap.15, Art. 16			\$30.00	\$12,300.00
1250	Nitrate	Compliance Order 04-029	300.0		\$15.00	\$18,750.00
34	Trihalomethanes Haloacetic Acids (HAAS)	Section 64439 Art.4.5	552.2 or SM 6251B	551.1	\$50.00 \$75.00	\$1,700.00 \$2,550.00
48	Total Organic Carbons (TOC)	DBPR Step 1			\$25.00	\$1,200.00
8	Nitrite				\$25.00	\$200.00

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
12	Alkalinity	DBPR Step 1	SM2320-B		\$15.00	\$180.00
12	Cryptosporidium, Giardia	EPA 821-R-99/006	1623		\$450.00	\$5,400.00
20	Radio Nucleides-Gross Alpha	Title 22 Chap. 15 Article 5			\$30.00	\$600.00
6	Gross Alpha (co-precip)				\$55	\$330.00
26	Uranium (Rad)				\$20	\$520.00
8	Radium 226				\$125.00	\$1,000.00
8	Radium 228				\$125.00	\$1,000.00
30	TSS	Chap. 15 Article 16	160.2		\$15.00	\$450.00
156	Fluoride				\$15.00	\$2,340.00
16	Manganese				\$15.00	\$240.00
76	Boron				\$15.00	\$1,140.00
24	Dioxin				\$200.00	\$4,800.00
120	Vanadium				\$15.00	\$1,800.00
130	TDS				\$15.00	\$1,950.00
68	Langlier				\$50.00	\$3,400.00
<sup>b</sup> 260	Lead				\$10.00	\$2,600.00
<sup>b</sup> 50	Copper				\$10.00	\$500.00
214	PFAS (18 analytes)		EPA 537.1		\$400.00	\$85,600.00
84	PFAS extract & hold		EPA 537.1		\$200	\$16,800.00
3	PFAS (25 analytes)		EPA 533		\$400	\$1,200.00
3	FAS (11 analytes)		EPA 533		\$300	\$900.00
48	Aluminum				\$15.00	\$720.00
4	Silica				\$15.00	\$120.00
8	DBCP				\$50.00	\$400.00

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
96	1,2,3-TCP				\$75.00	\$18,000.00

<sup>a</sup>Chlorine residual is a field reading that shall be included on the final report

<sup>b</sup> Lead and copper sampling conducted tri-annually. Lead sampling at schools per AB 746, this estimate does not include resamples (estimate includes 5 samples at each school in Corona)

<sup>c</sup>Submit to state portal

### **SCHEDULE A – WATER PRODUCTION:**

The above tests shall be in accordance with City specifications. Consultant must be able to detect low limits and special requirements full list of 1613 Dioxins.

All Unit Pricing shall include the sample pick-up times from the location specified below:

City of Corona Desalter  
745 Public Safety Way  
Corona, CA 92878

Monday through Thursday: 12:00 p.m. and 4:00 pm  
Friday through Sunday and holidays: 12:00 p.m.

(Time subject to change by City)

### **Additional Charges:**

Pick-up charge for other than regular business hours defined above:

\$100 roundtrip.

Analysis Rush Charges:

24 hours – 100 percent (%) over standard cost of analysis

48 hours – 75 percent (%) over standard cost of analysis

72 hours – 60 percent (%) over standard cost of analysis

5 days – 50 percent (%) over standard cost of analysis



**Schedule B – Water Reclamation:**

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
72	Antimony	200.8		6.0 ug/L	\$15.00	\$1,080.00
77	Arsenic	1632/ 206.2		2.0 ug/L	\$15.00	\$1,155.00
40	Barium	208.2		5.0 ug/L	\$15.00	\$600.00
1,470	Biochemical Oxygen Demand <sub>5</sub>	405.1		5.0 mg/L	\$45.00	\$66,150.00
20	Boron	200.7		100 ug/L	\$15.00	\$300.00
87	Cadmium	200.8/1638		1.0 ug/L	\$15.00	\$1,305.00
100	Chloride	325.3		1.0 mg/L	\$15.00	\$1,500.00
40	Chromium (VI)	218.6		1.0 ug/L	\$50.00	\$2,000.00
73	Chromium (T)	218.2		10.0 ug/L	\$50.00	\$3,650.00
13	Cobalt	219.2		1.0 ug/L	\$15.00	\$195.00
75	Copper	200.8		1.0 ug/L	\$15.00	\$1,125.00
40	Cyanide	335.2		20.0 ug/L	\$30.00	\$1,200.00
44	Fluoride	SM4500		0.10 mg/L	\$15.00	\$660.00
24	Hydroxide (OH-)			---	---	---
30	Iron	200.7		10.0 ug/L	\$15.00	\$450.00
80	Lead	200.8/1638		5.0 ug/L	\$15.00	\$1,200.00
52	Manganese	200.8		20 ug/L	\$15.00	\$780.00
83	Mercury	SM3112B		0.5 ug/L	\$25.00	\$2,075.00
75	Nickel	200.8/6020		5.0 ug/L	\$15.00	\$1,125.00
4	Oil & Grease	413.1		2.0 mg/L	\$75.00	\$300.00
208	pH	150.1		---	\$20.00	\$4,160.00
					\$50.00	\$500.00

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
10	Phenols	420.1		5.0 ug/l		
75	Selenium	200.8/6020		5.0 ug/l	\$15.00	\$1,125.00
72	Silver	200.8/6020		5.0 ug/L	\$15.00	\$1,080.00
77	Sodium	200.7		1.0 mg/L	\$15.00	\$1,155.00
94	Sulfate	375.3		0.50 mg/L	\$15.00	\$1,410.00
116	Total Dissolved Solids	160.1		1.0 mg/L	\$15.00	\$1,740.00
2,761	Total Suspended Solids	160.2	SM2540D	1.0 mg/L	\$10.00	\$27,610.00
312	Total Suspended Solids in Sludge				\$30	\$9,360.00
55	Zinc (T)	200.8/6020		10.0 ug/L	\$15.00	\$825.00
28	Calcium	200.7		1.0 mg/L	\$15.00	\$420.00
24	Magnesium	200.7		1.0 mg/L	\$15.00	\$360.00
48	Potassium	200.7		1.0 mg/L	\$15.00	\$720.00
32	Bicarbonate	310.1		1.0 mg/L	\$15.00	\$480.00
32	Carbonate	130.2		1.0 mg/L	---	---
1,900	Total Coliform	SM9221B		2 MPN/100 mL	\$65.00	\$123,500
232	Alkalinity	310.1		1.0 mg/L	\$30.00	\$6,960.00
872	Ammonia-N	350.1		0.50 mg/L	\$25.00	\$21,800.00
60	Nitrate	300.1		2.0 mg/L	\$25.00	\$1,500.00
312	Volatile Acids	SM5560C			\$40	\$24,960.00
604	Total Inorganic Nitrogen (T.I.N.)				---	---
624	Total Volatile Solids				\$40.00	\$24,960.00

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
	as % VS					
312	Total % Solids	SM2540B			\$40.00	\$12,480
193	Hardness	SM2340C		2.0 mg/L	\$20.00	\$3,860.00
2	Dioxins (TCDD)	1613		Varies (See Attachment "B")	\$200.00	\$400.00
22	Dioxins low level (Full Spectrum)	1613		Varies (See Attachment "B")	\$600.00	\$13,200.00
8	PCB	8080		Varies (See Attachment "B")	\$100.00	\$800.00
5	PCB (Solids)	8082		Varies (See Attachment "B")	\$125.00	\$625.00
15	N-Nitroso-dimethylamine (NDMA)	625		Varies (See Attachment "B")	\$150.00	\$2,250.00
33	Pesticides	608.3		Varies (See Attachment "B")	\$190.00	\$6,270.00
38	Semi-Volatiles Base/Neutral/Acid Extractables	625		Varies (See Attachment "B")	\$150.00	\$5,700.00
21	Volatile Organics	624.1		Varies (See Attachment "B")	\$125.00	\$2,625.00
4	BTU				\$170.00	\$680.00
4	Misc. Tox Screen				\$110.00	\$440.00
766	TOC	SM5301.c		0.5 mg/L	\$25.00	\$19,150.00
12	Molybdenum				\$15.00	\$180.00
12	PFOS/PFOA	537			\$250.00	\$3,000.00
24	PFAS list of 31	DoD QSM	537 Mod		\$350.00	\$8,400.00
4	PFAS list of 31 for Biosolids	DoD QSM	537 Mod		\$375.00	\$1,500.00
356	Sampling Fee (daily)				\$250.00	\$89,000
9	Holiday Hours Sampling Fee				\$500.00	\$4,500.00

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
16		Monthly, Quarterly, Semi-Annual Sampling			\$150.00	\$2,400.00
---		After Hours Emergency Sampling Fee			\$500.00	---

**SCHEDULE B – WATER RECLAMATION:**

The above tests shall be in accordance with City specifications. Consultant must be able to detect low limits and special requirements full list of 1613 Dioxins.

All Unit Pricing shall include the sample pick-up times from the location specified below:

Water Reclamation Facility No. 1  
2205 Railroad Street  
Corona, CA 92880

Daily, including weekends and holidays: 12:00 p.m. (time subject to change by City)

**Additional Charges:**

Pick-up charge for other than regular business hours defined above:

\$100 per roundtrip.

Analysis Rush Charges:

24 hours – 100 percent (%) over standard cost of analysis

48 hours – 75 percent (%) over standard cost of analysis

72 hours – 60 percent (%) over standard cost of analysis

5 days – 50 percent (%) over standard cost of analysis

**Schedule C – Storm Water:**

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternate Method	Reporting Detection Limit	Unit Price	Extended Price
6	Oil & Grease	EPA 1664A		5.0 mg/L	\$75.00	\$450.00
6	TSS	SM 2540-D		10.0 mg/L	\$20.00	\$120.00
6	E.coli Bacteria	SM 9221F			\$65.00	\$390.00
6	Lead and Copper	EPA 200.8		0.262 mg/L	\$20.00	\$120.00

**SCHEDULE C – Storm Water**

The above tests shall be in accordance with City specifications.

All Unit Pricing shall include the sample pick-up time and location specified below:

Water Reclamation Facility No. 1  
2205 Railroad Street  
Corona, CA 92880

Sampling is subject to rain events. Pick-ups can be any day, including weekends and holidays: 12:00 p.m. (time subject to change by City)

**Additional Charges:**

Pick-up charge for other than regular business hours defined above:

\$100 per roundtrip.

Analysis Rush Charges:

24 hours – 100 percent (%) over standard cost of analysis

48 hours – 75 percent (%) over standard cost of analysis

72 hours – 60 percent (%) over standard cost of analysis

5 days – 50 percent (%) over standard cost of analysis