

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
EUROFINS EATON ANALYTICAL, LLC.
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS – RFP 18-032JT)**

1. PARTIES AND DATE.

This **First** Amendment to the Professional Services Agreement (“**First** Amendment”) is made and entered into this **10th** day of **July, 2019** 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 **First** 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 per RFP 18-032JT** through June 30, 2019.

2.2 Amendment Purpose. City and Consultant desire to amend the Agreement for the **first** time in order to (1) extend the term of the Agreement for **one** year through **June 30, 2020**; (2) amend the Compensation for fiscal year ending **June 30, 2020**; and (3) replace Exhibit “C” (Compensation) with Exhibit “**C-1**” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement, 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, 2019** to **June 30, 2020** (“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” (Compensation) of the Agreement, is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit “**C-1**” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Six Hundred Twenty-Three Thousand Three Hundred Ninety-Five Dollars (\$623,395.00)** during fiscal year ending **June 30, 2020** (“Total Compensation”) without written approval of the City’s General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

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

3.6 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 **First** Amendment.

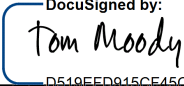
3.7 Counterparts. This **First** Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING TWO PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST 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 First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: 
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Tom Moody
General Manager

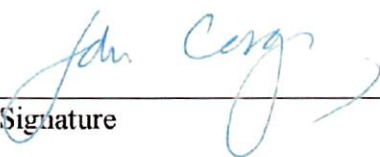
Reviewed By: 
EC64247E8E12465...
Katie Hockett
Assistant General Manager

Reviewed By: 
F21385FE3B41402...
Cita Longworth
Purchasing Manager

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH EUROFINS EATON ANALYTICAL, LLC.
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EUROFINS EATON ANALYTICAL, LLC.
a Delaware Limited Liability Company

By: 
Signature

John Cosgrove
Name (Print)

President
Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

CONSULTANT'S SIGNATURE PAGE FOR
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PROFESSIONAL SERVICES AGREEMENT
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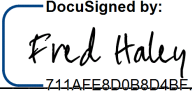
EUROFINS EATON ANALYTICAL, LLC.
a Delaware Limited Liability Company

By: _____
Signature

Name (Print)

President

Title (Print)

By:  _____
Signature

Fred Haley

Name (Print)

Lab Director

Title (Print)

EXHIBIT "C-1"
COMPENSATION


Total compensation shall not exceed \$623,395.00 unless authorized by the City in writing.




All prices are to be firm fixed for a period of one year 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 Los Angeles-Riverside-Orange County, California, (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 ^a 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 ^a Chlorine Residual	Title 22 Chap 15 Art 3	SM 9223B		\$40.00	\$12,000.00
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
24	Regulated Organics		547 549		\$75.00 \$75.00	\$1,800.00 \$1,800.00
24	Asbestos				\$125.00	\$3,000.00

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
24	Unregulated Chemicals	Article 17 64450	531.1		\$75.00	\$1,800.00
48	Chromium VI		 18.6		\$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	524.2	\$50.00	\$200.00
			504.1	551.1	\$50.00	\$200.00
			506	525.2	\$150.00	\$600.00
			507	525.2		
			508.1	505	\$75.00	\$300.00
			515	515.4	\$75.00	\$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
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

Est. Qty.	Type of Analysis	Authority	Specified Method	Acceptable Alternate Method	Unit Price	Extended Price
26	Radio Nucleides-Gross Alpha & Uranium	Title 22 Chap. 15 Article 5			\$75.00	\$1,950.00
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
^b 260	Lead				\$10.00	\$2,600.00
^b 50	Copper				\$10.00	\$500.00
140	 A/PFOS ^c				\$250.00	\$35,000.00
48	Aluminum				\$15.00	\$720.00
4	Silica				\$15.00	\$120.00
8	DBCP				\$50.00	\$400.00
 40	1,2,3-TCP 				\$75.00	\$18,000.00

^a Chlorine residual is a field reading that shall be included on the final report

^b 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)

^c Submit to state portal

^d Initial monitoring

TOTAL SCHEDULE A – WATER PRODUCTION \$223,330.00

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

All Unit Pricing in the above Bid Schedule for Water Production shall include the sample pick-up times from the location specified below:

City of Corona Desalter
745 Public Safety Way
Corona, CA 92880

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 ₅	405.1		5.0 mg/L	\$45.00	\$66,150.00
20	Boron	200.7		100 ug/L	\$15.00	\$300.00
87	Cadmium	200.8/16 38		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)	 3.7		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	200.8/16 38		5.0 ug/L	\$15.00	\$1,200.00
52	Manganese	200.8		20 ug/L	\$15.00	\$780.00
83	Mercury	SM3112 B		0.5 ug/L	\$25.00	\$2,075.00
75	Nickel	200.8/60 20		5.0 ug/L	\$15.00	\$1,125.00
4	Oil & Grease	413.1		2.0 mg/L	\$75.00	\$300.00

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
208	pH	150.1		---	\$10.00	\$2,080.00
10	Phenols	420.1		5.0 ug/l	\$50.00	\$500.00
75	Selenium	200.8/60 20		5.0 ug/l	\$15.00	\$1,125.00
72	Silver	200.8/60 20		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		1.0 mg/L	\$10.00	\$27,610.00
55	Zinc (T)	200.8/60 20		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	SM9223 		2 MPN/100 mL	\$40.00 	\$76,000
232	Alkalinity	310.1		1.0 mg/L	\$15.00	\$3,480.00
872	Ammonia-N	350.1		0.50 mg/L	\$25.00	\$21,800.00
48	Nitrate	300.1		2.0 mg/L	\$15.00	\$720.00
604	Total Inorganic Nitrogen (T.I.N.)				---	---
624	Total Volatile Solids				\$20.00	\$12,480.00
520	Total Solids				\$20.00	\$10,400.00
					\$20.00	\$3,860.00

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
193	Hardness	SM2340 C		2.0 mg/L		
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)	521		Varies (See Attachment "B")	\$100.00	\$1,500.00
33	Pesticides	608		Varies (See Attachment "B")	\$125.00	\$4,125.00
38	Semi-Volatiles Base/Neutral/Acid Extractables	625		Varies (See Attachment "B")	\$150.00	\$5,700.00
21	Volatile Organics	624		Varies (See Attachment "B")	\$100.00	\$2,100.00
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
356	Sampling Fee (daily)				\$250.00	\$89,000
9	Holiday Hours Sampling Fee				\$500.00	\$4,500.00
---	After Hours Emergency Sampling Fee				\$500.00	---

TOTAL SCHEDULE B – WATER RECLAMATION \$ 399,375.00

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

All Unit Pricing in the above Bid Schedule for Water Reclamation 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	Lead and Copper	EPA 200.8		0.262 mg/L	\$20.00	\$120.00

TOTAL SCHEDULE C – Storm Water

\$690.00

The above tests shall be in accordance with the attached City of Corona specifications.

All Unit Pricing in the above Bid Schedule for Storm Water 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

TOTAL BID AMOUNT (SCHEDULES A THROUGH C) \$623,395.00