

ATTACHMENT 2

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF  
SUNNYVALE AND PACIFIC ECORISK ENVIRONMENTAL CONSULTING &  
TESTING FOR TOXICITY TESTING AND RELATED SERVICES**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Pacific EcoRisk Environmental Consulting & Testing, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to chronic toxicity testing and toxicity-related consulting services; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from September 16, 2014 to September 15, 2017, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". At the sole option of the CITY, the Agreement may be extended for a two-year period at the not-to-exceed amount specified in Section 4 Compensation, and evidenced by a duly executed amendment.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the amounts and rates set forth in Exhibit "B", Compensation Schedule. Total compensation for the initial three-year period shall not exceed Two Hundred Eighty Four Thousand Four Hundred Sixty and No/100 Dollars (\$284,460.00). Total compensation for the extended two-year period, if exercised by CITY, shall not exceed Two Hundred Twenty Thousand Five Hundred Forty and No/100 Dollars (\$220,540.00). In no event shall the total compensation exceed Five Hundred Five Thousand and No/100 Dollars. CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and

CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Alo Kauravilla, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

R. Scott Ogle, CEO, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Alo Kauravilla, Laboratory Pretreatment Manager  
Environmental Services Department, Regulatory Programs  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: R. Scott Ogle, CEO & Special Projects Director  
Pacific EcoRisk Environmental Consulting & Testing  
2250 Cordelia Road  
Fairfield, CA 94534

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

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

By \_\_\_\_\_

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

## Exhibit A

City of Sunnyvale, ESD-Regulatory Programs Division  
Laboratory

7/25/14

### **PACIFIC ECORISK LABORATORIES**

#### *Scope of Services*

#### **BACKGROUND:**

The Sunnyvale WPCP is required to conduct monthly chronic toxicity monitoring for NPDES permit compliance. Accelerated (biweekly) monitoring is triggered by exceeding either a single sample maximum result of 2 chronic toxicity units (TUC) or a three sample median result of 1 TUC. Accelerated monitoring and resultant follow-up investigations are conducted in accordance with the City-prepared Toxicity Reduction Evaluation (TRE) Workplan and in consultation with the contract laboratory. The City of Sunnyvale has historically used Pacific Ecorisk Laboratories for many years to conduct chronic toxicity testing of the Plant Effluent and special studies related to toxicity identification/toxicity reduction evaluation (TIE/TRE) investigations. PERL is the only aquatic toxicology laboratory within a 100-mile radius that performs this unique, specialized biological (toxicity) testing required to meet the NPDES permit regulations, which the City's Lab is not certified to perform. Additionally, PERL is the only aquatic toxicology laboratory in California that is nationally accredited (NELAP), and operates under a far more rigorous quality assurance program than any other toxicity lab.

#### **SCOPE OF SERVICES:**

The services required include routine monthly chronic toxicity testing using a single test species (*Thalassiosira pseudonana*) and possible accelerated biweekly testing and TIE/TRE testing. The services will be required over a three-year period, renewable annually thereafter at the City's discretion for up to an additional two years (five years total). The level of services required to be provided may vary on an annual basis depending on the frequency and degree of toxicity occurring in the WPCP effluent.

The scope of work includes 4 Tasks:

Task 1. Routine monthly monitoring and reporting for compliance with NPDES permit requirements and as needed accelerated single species monitoring.

Task 2. TIE/TRE work as needed based on observed toxicity in accordance with the City's TRE workplan.

Task 3. Receiving water monitoring every quarter for compliance with NPDES permit requirements.

Task 4. One three stage screening phase study conducted for compliance with NPDES permit requirements. This will consist of one battery of tests conducted concurrently using five test species and two test batteries conducted thereafter using the three most sensitive species based on the Stage 1 test results.

Based on the recent WPCP results, the estimated annual amount of the proposed contract for Tasks 1, 2, and 3 with the City is approximately \$94,820. This is based on the following assumptions for annual testing.

- 12 monthly routine single species compliance monitoring tests plus concurrent reference toxicant test with each test
- 6 accelerated (biweekly) monitoring tests with concurrent reference toxicant tests
- Sample pickup
- Prompt verbal and/or electronic communications with the City as needed of any apparent toxicity occurring during test events
- Report preparation including results interpretation and recommendations for applicable follow-up monitoring and/or TIE investigations. Reports to contain all information required by the WPCP NPDES permit and in a format suitable as delivered for submittal to the RWQCB
- 2 rounds of Sunnyvale specific focused Phase I TIEs testing at three pH levels (pH 3, initial pH, and pH 11) with testing of 100% effluent

It is anticipated that the Task 4 screening study will be conducted in the two-year renewal period. The City has budgeted \$30,900 for Task 4. Actual costs will depend on the unit costs for the five species recommended by the Consultant and the three species determined to be most sensitive based on the results of the first battery of tests.

RQ013060



ENVIRONMENTAL CONSULTING & TESTING

Alo Kauravlla  
City of Sunnyvale/WPCP  
P.O. Box 3707  
Sunnyvale, CA 94088

July 10, 2014

Alo:

Pacific EcoRisk (PER) is very pleased to have the opportunity to work with you and the rest of the Sunnyvale team for the forthcoming contract period. Although you are already familiar with the superior toxicity testing and toxicity-related consulting services that we provide, I'd like to take this opportunity to provide you with a bit more information about PER that sets us apart from any of our competitors.

First, PER is the **only** aquatic toxicology laboratory in California that is **nationally** accredited (NELAP), and operates under a far more rigorous quality assurance program than any other toxicity lab in California. Now, more than ever, selecting the highest quality lab to perform your NPDES compliance testing may be critical to your success at passing your tests. The State is in the process of implementing a new Policy for Toxicity Assessment and Control that includes the new TST approach to the performance and evaluation of acute and chronic toxicity tests that effectively rewards tight (low variability) test data produced by high-quality labs and penalizes lesser quality data sets produced by lesser quality labs. At the State Water Board's 2011 workshop on the new TST approach, Pacific EcoRisk was the **ONLY** firm specifically mentioned as an example of a lab producing the type of high quality data that will be desired by the new TST approach. Even if there is only a single test for which PER's tight data leads to a successful test for your facility but for which lesser data from another lab would have resulted in a "fail", having PER as your testing lab will have been the right decision, and will have saved you a lot of money.

We are the only toxicity testing firm that has its own fleet of sampling boats and sampling gear and that can provide the receiving water monitoring sampling that the City of Sunnyvale will be needing in the near future. We are also the only toxicity testing firm that is located within 100 miles of the City of Sunnyvale, making it easy and cost-effective to perform sample pick-ups, attend meetings, etc.

We believe that our experience and commitment to performance of high quality work would make us a valued part of your environmental team, and we welcome the opportunity to work with you to meet your NPDES compliance monitoring needs. If you would like to discuss any issues surrounding acute and chronic toxicity testing, I hope that you will contact me at (707) 207-7762 or shoot me an email.

Sincerely,

Digitally signed by Scott Ogle  
Date: 2014.07.10  
09:18:36 -08'00'

R. Scott Ogle, Ph.D.  
CEO & Special Projects Director

Exhibit B



**Pacific EcoRisk**

2250 Cordelia Rd.  
Fairfield, CA 94534  
PH (707)207-7760  
FAX (707)207-7916  
**TAX ID #: 68-0482693**

**Quote**

Date: 7/10/14  
Terms Net 30  
1.5% discount -10 days

**Prepared For:**

**City of Sunnyvale WPCP**  
P.O. Box 3707  
Sunnyvale, CA 94088

**Contact**

Contact: Alo Kauravila  
Phone: 408-730-7704  
Fax: akaurvila@sunnyvale.ca.gov

Service	Quantity	Unit	Unit Fee	Net Fee
<b>NPDES Testing of Sunnyvale Effluent</b>				
Standard 96-hr algal growth test with <i>Thalassiosira pseudonana</i>	1	ea	\$1,500.00	\$1,500
concurrent reference toxicant test	1	ea	\$1,200.00	\$1,200
TST results calculated from Standard Test	1	ea	\$50.00	\$50
Sample Pick-Up	1	ea	\$90.00	\$90
<b>Consulting - for requested non-standard services</b>				
Dr. Scott Ogle	1	hr	\$210.00	as requested
Eddie Kalombo	1	hrs	\$125.00	as requested
			<b>Total</b>	<b>\$2,840</b>

**Notes:**

**Net 30. All prices quoted are confidential and solely for use of client.**



ENVIRONMENTAL CONSULTING &amp; TESTING

**Pacific EcoRisk**

2250 Cordelia Rd.  
 Fairfield, CA 94534  
 PH (707)207-7760  
 FAX (707)207-7916  
 TAX ID #: 68-0482693

**Quote**

Date: 7/10/14  
 Terms Net 30  
 1.5% discount -10 days

**Prepared For:**

**City of Sunnyvale WPCP**  
 P.O. Box 3707  
 Sunnyvale, CA 94088

**Contact**

Contact: Alo Kauravilla  
 Phone: 408-730-7704  
 email: akaurvalla@sunnyvale.ca.gov

Service	Quantity	Unit	Unit Fee	Net Fee
<b>NPDES Effluent Testing - Follow-Up TIE Testing</b>				
<b>Chronic Toxicity Phase I TIE</b>				
Baseline Test (Control + 100% - 4 reps)	1	each	\$750.00	\$750.00
Filtration/Centrifugation Test (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
Filtration/Centrifugation Treatment	1	each	\$90.00	\$90.00
C18SPE Test (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
C18SPE Treatment	1	each	\$90.00	\$90.00
Cation Exchange (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
Cation Exchange Treatment	1	each	\$90.00	\$90.00
Zeolite Test (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
Zeolite Treatment	1	each	\$90.00	\$90.00
Aeration Test (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
Aeration Treatment	1	each	\$75.00	\$75.00
Graduated pH Testing				
pH6.5 (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
pH6.5 Adjustment	1	each	\$35.00	\$35.00
pH7.5 (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
pH8.5 Adjustment	1	each	\$35.00	\$35.00
pH8.5 (Blank + 100% - 4 reps)	1	each	\$750.00	\$750.00
pH8.5 Adjustment	1	each	\$35.00	\$35.00
<b>TIE Consulting/Managaement</b>				
Dr. Scott Ogle	4	hr	\$225.00	\$900.00
Sr. Scientist - Eddie Kalombo	2	hrs	\$135.00	\$270.00
			<b>Total</b>	<b>\$8,460.00</b>



ENVIRONMENTAL CONSULTING &amp; TESTING

**Pacific EcoRisk**

2250 Cordelia Rd.  
 Fairfield, CA 94534  
 PH (707)207-7760  
 FAX (707)207-7916  
 TAX ID #: 68-0482693

**Quote**

Date: 7/10/14  
 Terms Net 30  
 1.5% discount -10 days

**Prepared For:**

**City of Sunnyvale WPCP**  
 P.O. Box 3707  
 Sunnyvale, CA 94088

**Contact**

**Contact:** Alo Kauravila  
 Phone: 408-730-7704  
 email: akauravila@sunnyvale.ca.gov

Service	Quantity	Unit	Unit Fee	Net Fee
<b>Chronic Toxicity Phase II TIE of Sunnyvale Effluent</b>				
1 Elution of C18 Columns and Conformation of Toxicity Recovery				
Sr. Scientist	8	hrs	\$135.00	\$1,080.00
Scientist				
Toxicity Testing of 100% C18SPE Eluates	3	each	\$500.00	\$1,500.00
(Blank, 100% - 4 reps)				
2 Sequential Elution (of increasing non-polarity) of C18 Columns				
Sr. Scientist	8	hrs	\$135.00	\$1,080.00
Scientist				
Toxicity Testing of 100% C18SPE Eluates	8	each	\$800.00	\$6,400.00
(8 blanks + 8 concentrations - 4 reps)				
3 Concentration of Toxic Fraction (prior to injection onto HPLC column)				
Sr. Scientist	8	hrs	\$135.00	\$1,080.00
Scientist				
Confirmatory Toxicity Testing of Concentrated Toxic Fraction				
(Blank, 100% - 4 reps)				
4 Phase II - Analysis				
HPLC Fractionation of C18SPE Eluates				
Sr. Scientist				
Scientist				
Toxicity Testing of HPLC-fractionated C18SPE eluates	20	each	\$600.00	\$12,000.00
(Blank, 100% - 4 reps)				
5 Concentration of Toxic Fraction (prior to submittal or analysis)				
Sr. Scientist	8	hrs	\$135.00	\$1,080.00
Scientist				
Confirmatory Toxicity Testing of Concentrated Toxic Fraction				
(Blank, 100% - 4 reps)				
6 GC-MS Analysis of Toxic HPLC Fraction(s)				
<b>TIE Consulting/Management</b>				
Dr. Scott Ogle	2	hr	\$225.00	\$450.00
Sr. Scientist - Eddie Kalombo	1	hrs	\$135.00	\$135.00
			<b>Total</b>	<b>\$24,805.00</b>



ENVIRONMENTAL CONSULTING &amp; TESTING

**Pacific EcoRisk**

2250 Cordelia Rd.  
Fairfield, CA 94534  
PH (707)207-7760  
FAX (707)207-7916

**Quote**

Date: 7/10/14  
Terms: Net 30  
1.5% discount -10 days

**Prepared For:**

<b>City of Sunnyvale WPCP</b> P.O. Box 3707 Sunnyvale, CA 94088	<b>Contact:</b> Alo Kauravila Phone: 408-730-7704 Fax: akaurvila@sunnyvale.ca.gov
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Service	Quantity	Unit	Unit Fee	Net Fee
<b>Receiving Water Monitoring</b>				
<u>Task 1a. Collection of Receiving Water Samples</u>				
Mileage	160	miles	\$0.56	\$89.60
Boat Rental	1	day	\$750.00	\$750.00
Mobilization, Travel time, & De-mobilization				
Senior Field Scientist	6	hours	\$135.00	\$810.00
Field Scientist	6	hours	\$105.00	\$630.00
<u>"On Water" Collection of Water Samples</u>				
Senior Field Scientist	3	hours	\$135.00	\$405.00
Field Scientist	3	hours	\$105.00	\$315.00
<u>Task 1b. Characterization of Receiving Water Samples</u>				
Temperature, pH, D.O., conductivity, salinity & turbidity - measured using Hydro-Lab multi-meter w/data logger	1	each	\$125.00	\$125.00
Hardness	11	each	\$15.00	\$165.00
Total Ammonia	11	each	\$25.00	\$275.00
Calculation of Un-ionized Ammonia Concentrations				
Staff Scientist	0.5	hours	\$105.00	\$52.50
Compilation and Submittal of Data to Client				
Staff Scientist	0.5	hours	\$105.00	\$52.50
<u>Task 2. Characterization of Effluent + Bay Water Lab Mixtures</u>				
Preparation of Mixtures				
Staff Scientist	0.5	hours	\$105.00	\$52.50
Chemical Analyses of Mixtures - 2 solutions (effluent + Bay Water)				
Temperature	2	each	\$10.00	\$20.00
Total Ammonia	2	each	\$25.00	\$50.00
Chemical Analyses 11 Solutions (effluent, Bay Water + 9 interim mixtures)				
pH	11	each	\$10.00	\$110.00
Conductivity	11	each	\$10.00	\$110.00
Calculation of Mixture Temperatures				
Staff Scientist	0.5	hours	\$105.00	\$52.50
Calculation of Un-Ionized Ammonia Concentrations				
Staff Scientist	0.5	hours	\$105.00	\$52.50
Compilation and Submittal of Data to Client				
Staff Scientist	1	hours	\$105.00	\$105.00
<u>Task 4. Project Management</u>				
Monthly Monitoring and Characterization				
Dr. R. Scott Ogle	2	hours	\$225.00	\$450.00
Staff Scientist	1	hours	\$105.00	\$37.50
			<b>Total</b>	<b>\$4,710</b>



ENVIRONMENTAL CONSULTING &amp; TESTING

**Pacific EcoRisk**

2250 Cordelia Rd.  
 Fairfield, CA 94534  
 PH (707)207-7760  
 FAX (707)207-7916  
 TAX ID #: 68-0482693

**Quote**

Date: 4/15/13  
 Terms Net 30  
 1.5% discount -10 days

**Prepared For:**

**City of Sunnyvale WPCP**  
 P.O. Box 3707  
 Sunnyvale, CA 94088

**Contact**

Contact: Alo Kauravila  
 Phone: 408-730-7704  
 Fax: [akauravila@sunnyvale.ca.gov](mailto:akauravila@sunnyvale.ca.gov)

Service	Quantity	Unit	Unit Fee	Net Fee
<b>Testing of Sunnyvale Effluent</b>				
Standard 7-day survival & growth test with <i>Americamysis bahia</i> cost includes concurrent reference toxicant test	3	test	\$2,650	\$7,950
TST results calculated from Standard Test	3	ea	\$50.00	\$50
Standard 96-hr algal growth test with <i>Thalassiosira pseudonana</i> concurrent reference toxicant test	3	ea	\$1,400.00	\$4,200
TST results calculated from Standard Test	3	ea	\$1,120.00	\$3,360
Standard 7-day survival and reproduction test w/ <i>Ceriodaphnia dubia</i> concurrent reference toxicant test	3	ea	\$50.00	\$150
TST results calculated from Standard Test	3	ea	\$1,550.00	\$4,650
Standard 7-day survival and growth test w/ fathead minnows concurrent reference toxicant test	1	ea	\$1,240.00	\$3,720
TST results calculated from Standard Test	1	ea	\$50.00	\$150
Standard 7-day survival and growth test w/ <i>Menidia beryllina</i> concurrent reference toxicant test	1	ea	\$1,650.00	\$1,650
TST results calculated from Standard Test	1	ea	\$1,320.00	\$1,320
Sample Pick-Up	1	ea	\$50.00	\$50
<b>Consulting - for requested non-standard services</b>				
Dr. Scott Ogle	1	hr	\$210.00	as requested
Eddie Kalombo	1	hrs	\$125.00	as requested
			<b>Total</b>	<b>\$30,900</b>

**Notes:**

**Net 30. All prices quoted are confidential and solely for use of client.**

## Exhibit C

### CITY OF SUNNYVALE INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims to the extent caused by the professional services performed under the contract, whether such services are performed by CONSULTANT or employees, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The Commercial General Liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy shall include contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.