

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Environmental Resources

BOARD AGENDA: 5.B.1  
AGENDA DATE: August 28, 2018

**SUBJECT:**

Approval to Award an Independent Contractor Agreement to Michelson Laboratories, Inc., of Manteca, California, for Milk and Dairy Laboratory Testing Services

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0429**

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini


Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.1  
AGENDA DATE: August 28, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Award an Independent Contractor Agreement to Michelson Laboratories, Inc., of Manteca, California, for Milk and Dairy Laboratory Testing Services

**STAFF RECOMMENDATION:**

1. Approve the Independent Contractor Services Agreement with Michelson Laboratories, Inc., for milk and dairy laboratory testing services, for a not to exceed amount of \$250,000.
2. Authorize the Director of Environmental Resources, or designee, to execute the Agreement with Michelson Laboratories, Inc., and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall total not-to-exceed amount of \$275,000, which includes a contingency of \$25,000.

**DISCUSSION:**

Stanislaus County has been an approved Milk Inspection Service since 1957. The program enforces the California Food and Agricultural Code, the California Code of Regulations, and the Pasteurized Milk Ordinance as they pertain to the County's Grade A and Grade B dairies. The Department of Environmental Resources has historically contracted with a certified laboratory to provide milk and dairy testing services.

These regulations mandate that the dairies be routinely sampled for quality four times in any six-month period. If violations occur, then additional samples are required to abate the violations of quality. Stanislaus County has approximately 188 Grade A dairies, nine Grade B dairies, and there are approximately 1,500 routine samples taken annually. In addition, bacteriological samples are taken every three years on approximately 250 dairy wells in the County to test for presence of total coliform and E.coli. Bacteriological samples on approximately 76 dairy chillers are also taken every six months to test for the presence of total coliform and E.coli.

On March 23, 2018, the Department of Environmental Resources partnered with the General Services Agency (GSA) Purchasing Division, to issue a Request for Proposal (RFP) for milk and dairy testing services. The RFP period closed on May 1, 2018, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

On May 1, 2018, one contractor submitted their qualifications for review, which was Michelson Laboratories, Inc. The contractor's proposal was evaluated and scored on their qualifications only. The contractor's proposed rates were included, but were not part of the initial evaluation process.

The initial evaluation was completed by an evaluation committee consisting of three evaluators: two members from the Department's Milk and Dairy Division, and a retired Dairy Owner and Operator. The contractor was initially evaluated on the following criteria:

1. The Proposer's Overall Response;
2. Professional Qualifications; and
3. Understanding of the Project.

The contractor's proposed pricing was later evaluated by GSA's Purchasing Division and, along with the overall scoring from the initial evaluation, was used to rank the proposal.

On June 8, 2018, the GSA Purchasing Division issued a letter of intent to award to Michelson Laboratories, Inc., and contract terms have been agreed upon (Attachment A).

The proposed agreement with Michelson Laboratories, Inc., has a term of five years and shall be effective from August 1, 2018, or the date the contract is executed, whichever is later, through July 31, 2023. If mutually agreeable to both parties, the contract may be extended an additional two years, however, in no case shall the renewal extend beyond July 31, 2025. The cumulative amount of the contract shall not exceed \$250,000 over the initial five-year period.

**POLICY ISSUE:**

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval of all contracts exceeding \$100,000.

**FISCAL IMPACT:**

The agreement has a not to exceed amount of \$250,000 over the term of five years, with an average annual cost anticipated to be \$35,000, and \$75,000 budgeted in the event additional testing requirements are implemented by the State. Milk testing for the Milk and Dairy Inspection Program is reimbursed by \$479.25 per quarter inspection fee for Grade A Dairies, and \$234.30 per quarter inspection fee for Grade B dairies, which covers the costs incurred for the Agreement. Sufficient appropriations for the initial two years of the agreement exists within the Department's Adopted Proposed Budget for Fiscal Year 2018-2019 and Fiscal Year 2019-2020 spending plan. The ongoing costs for successive years will be included in the Department's future Proposed Budgets.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure*, by promoting a safe and healthy environment and improving the quality of life in the community, through a balance of science, education, partnerships, and environmental regulation.

**STAFFING IMPACT:**

Existing staff will oversee the work related to this Agreement.

**CONTACT PERSON:**

Jami Aggers, Director of Environmental Resources      Telephone: (209) 525-6770  
Merry Mayhew, Assistant Director                      Telephone: (209) 525-6760

**ATTACHMENT(S):**

1. Michelson Laboratories Agreement



**DEPARTMENT OF ENVIRONMENTAL RESOURCES**  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6700  
Fax: (209) 525-6773

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Michelson Laboratories, Inc., ("Contractor") as of August 29, 2018.

**Recitals**

WHEREAS, the County has a need for services involving Milk and Dairy Laboratory Testing;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

**Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit D. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

**2. Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A and Exhibit C.

2.2 Except as expressly provided in Exhibit A and Exhibit C of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the

County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

## 11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

## 12. Assignment



This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

Stanislaus County  
Department of Environmental Resources  
Attn: Stephanie Musso  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Phone: (209) 525-6786  
E-mail: [smusso@envres.org](mailto:smusso@envres.org)

To Contractor:

Michelson Laboratories, Inc.  
Attn: Aaron Kaiser  
1475 Moffat Blvd, Suite 1  
Manteca, CA 95336  
Phone: (562) 928-0553  
E-mail: [akaiser@michelsonlab.com](mailto:akaiser@michelsonlab.com)

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the

parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

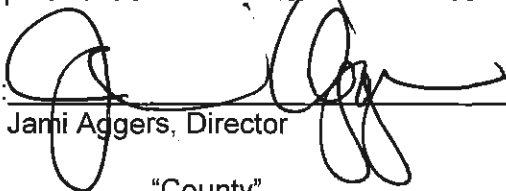
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

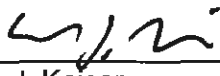
21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
\_\_\_\_\_  
Jami Aggers, Director  
"County"

**MICHELSON LABORATORIES, INC.**

By:   
\_\_\_\_\_  
Aaron J. Kaiser  
Vice President  
"Contractor"

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
\_\_\_\_\_  
Amanda DeHart, Deputy County Counsel

**EXHIBIT A  
SCOPE OF WORK**

**A. SCOPE OF WORK**

The Contractor shall provide all the trained and qualified personnel, laboratory facilities, instrumentation, equipment, consumables, material and certifications necessary to perform state certified milk and dairy testing services at the Contractor's laboratory, as described in this scope of work. The County shall deliver the milk and dairy samples to the Contractor's laboratory, or agreed upon location, for testing, and the Contractor shall test the samples and deliver the test results to the County within the time frame specified in Exhibit D "Testing Result Delivery Schedule". The Contractor's handling and testing of the milk and dairy samples shall meet or exceed Federal, State and Local government agency guidelines, laws, regulations and ordinances and shall be in accordance with the general specifications outlined below and the terms and conditions under the executed Agreement.

1. Laboratory Availability

The Contractor's laboratory shall be available to receive samples from the County Milk Inspectors seven (7) days a week, 365 days a year (including holidays). County shall notify Contractor if sample submission will take place after regular business hours, weekends, or holidays, and if needed, after hours sample delivery may be arranged with the laboratory manager.

2. Sample Submission

2.1. Samples shall be transported to the lab via County inspectors, or lab courier if requested. Samples shall be in a cooler on ice to maintain refrigeration temperature, and shall include a documented chain of custody. Each submission shall be accompanied by a routing sheet from the County that includes the Dairy and corresponding permit #, sample identification, instructions for analysis to be performed, signature, and date. Upon receipt at the laboratory, samples shall be checked for temperature, paperwork reviewed and matched with samples and logged into Contractor's Laboratory Information Management System (LIMS), which shall assign a unique lab number to each sample. Sample analysis shall start promptly, within the same day as received unless otherwise specified.

2.2. County may utilize Contractor's courier service for pickup of samples, upon request and in accordance with a mutually acceptable scheduled pick-up time. County shall provide 24 hour notice prior to County's need for courier service, if County is able to. Courier service shall be made available on the same day, if requested. Courier shall ensure samples are transported in insulated coolers with ice to maintain temperature.

2.3. Method of Sampling

Contractor shall use acceptable sampling methods from the most current edition of Standard Methods for the Examination of Dairy Products (SMEDP). The tests and methods used are as follows:

Description	Method
Standard Plat Count (SPC)	SDMP 6.2
Lab Pasteurization Count (LPC)	SMDP 8.3
Coliform	SDMP
Somatic Cell Count (SCC)	Bentley Soma Count 150
Inhibitory Substances	Delvotest

<b>Method of Sampling (Continued)</b>	
<b>Description</b>	<b>Method</b>
Cryoscope (Added Water)	SMDP 15.032
*Campylobacter	FDA (BAM) ch. 7
*Listeria spp. (Vidas-25 gm)	AOAC 999.06
*E.coli O157:H7 (SDI hour – 25 gm)	AOAC 2005.04
*Salmonella (Vidas-25 gm)	AOAC 2004.03
*Coliform (Colilert)	SMWW 9223
Colilert (Quantitray)	SMWW 9223
*Coliform MPN (MTF)	SMWW 9221
Components	Bentley 150
<i>*Includes Butterfat, Protein, Lactose, Solids Nonfat</i>	

- a. Routine samples shall be tested for SPC, LPC, Coliform, Somatic Cell Count and Antibiotics. After sample receipt and login, Aliquots shall be taken from each vial for the Antibiotic/Delvotest, SPC, Coliform, and LPC Tests. The remainder of the sample shall be heated in a water bath at 40 degrees Celsius prior to analysis for Electronic SCC using the Bentley Somacount 150.
- b. Antibiotic testing shall be performed and completed same day and logged into Contractor’s LIMS system. Aliquots for SPC, LPC, and Coliform shall be diluted and plated as appropriate, incubated 24 to 48 hours, as appropriate, counted, and logged into Contractor’s LIMS system upon completion. Coliform results shall be completed in 24 hours, while SPC and LPC results shall be completed in 48 hours. SCC results shall be completed same day and logged into Contractor’s LIMS system. Results and reports shall be reviewed and all results reported together upon completion in 48 hours.
- c. Bacteriological samples on Dairy wells are taken every 3 years to test for the presence of total coliform and E.coli. This test is performed for all dairy wells in the County at this time. The next test due shall be May 2021. There are approximately 250 Dairy wells that need tested in the County. This number is subject to change.
- d. Bacteriological samples on Dairy Chillers shall be taken every 6 months (twice a year) to test for the presence of total coliform and E. coli. There are approximately 152 Chillers that need tested in the County. This number is subject to change.

3. Reporting Requirements

Contractor shall provide written and electronic test results to the County. The electronic test results shall be provided to the County, by the Contractor, via an e-mail, in a fixed width or DAT file that can be imported into the County’s milk and dairy database, or by entering the data into the County’s Department of Environmental Resources, Milk & Dairy Labs website. Additionally, Contractor may e-mail results on Contractor’s certificates of analysis generated by the LIMS system to county personnel. Contractor shall provide results within the timeline identified in Exhibit D – “Testing Result Delivery Schedule”. The Contractor shall mail current results along with the six (recent) prior results to each individual dairy man.

Contractor shall submit reports of services performed indicating results of testing. Such results and reports thereon shall be based upon samples as provided by County. Such results are intended for use by persons having professional skill and training in the interpretation of such results. Contractor assumes no responsibility, and County hereby waives all claims against Contractor, for interpretation of such results.

The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

4. Procedures for Delisting and Lab Accidents

In the event Contractor is notified that they are to be potentially delisted for any procedure performed under this Agreement, or if Contractor experiences equipment failure or other lab issues that may result in a sample being compromised, Contractor shall:

4.1. Notification

- a. Contractor shall notify the County within twenty-four hours if they become aware of any lab accidents, equipment failure, or any other reason a County's sample may have potentially become compromised.
- b. Contractor shall notify the County within twenty-four hours if Contractor is aware of potentially becoming delisted by the State of California for any reason pertaining to the types of sampling being performed under this scope of work.
- c. Failure to notify the County of the above conditions in a timely manner constitutes breach of contract and may result in contract termination.

4.2. Corrective Action

- a. An immediate correction, root cause investigation, and any appropriate corrective or preventative actions shall be implemented.
- b. Contractor shall follow the procedures and guidelines outlined in Contractor's most recent Standard Operating Procedure for filling out a Corrective Action Report, which shall clearly document the incident, including the corrective action taken.

**B. PROJECT SUPERVISION**

Contractor shall identify a designated supervisor to ensure the performance of all work under the agreement resultant from this bid. Contractor shall provide the phone number and e-mail address of the designated supervisor so that he/she may be contacted by County for any questions, concerns, or other issue related to the work described in this contract.

**C. AGREEMENT PERIOD**

This Agreement shall commence upon the signing of this Agreement and continue until **October 1, 2023** or until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

If mutually agreeable to both parties, this contract may be extended an additional two years,

however, in no case shall the renewal extend beyond October 1, 2025.

**D. COMPENSATION**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

**E. INVOICE REMIT TO:**

The remit to address is:

Stanislaus County  
Department of Environmental Resources  
Attention: Accounting  
3800 Cornucopia Way, Suite C Modesto, CA 95358

**F. REPRESENTATIVES**

The County's Project Manager is Ryan Barney, (209) 581-1023.

**EXHIBIT C**

**FEE SCHEDULE**

**1. PRICE SCHEDULE:**

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work and in accordance with the rate schedule below. The below fee schedule is in effect through the end of this Agreement.

<b>Description</b>	<b>Unit</b>	<b>Price</b>
Standard Plat Count (SPC)	Each	\$4.30
Lab Pasteurization Count (LPC)	Each	\$4.55
Coliform	Each	\$3.70
Somatic Cell Count (SCC)	Each	\$2.65
Inhibitory Substances	Each	\$5.20
Cryoscope (Added Water)	Each	\$5.20
*Campylobacter	Each	\$40.00
*Listeria spp. (Vidas-25 gm)	Each	\$29.75
*E.coli O157:H7 (SDI hour – 25 gm)	Each	\$29.75
*Salmonella (Vidas-25 gm)	Each	\$25.50
*Coliform (Colilert)	Each	\$12.75
Colilert (Quantitray)	Each	\$15.75
*Coliform MPN (MTF)	Each	\$12.75
Components - <i>Includes Butterfat, Protein, Lactose, Solids Nonfat</i>	Per Test	\$2.50

**EXHIBIT D  
TESTING RESULT DELIVERY SCHEDULE**

The following is a timeline for which the tasks identified below shall be performed or completed. The Result Delivery Time begins from the date and time the sample is dropped off to the Laboratory by the County:

<b>Test Type</b>	<b>Result Delivery Time</b>
SPC	2 days
LPC	2 days
Coliform	2 days
SCC	2 days
Inhibitory Substances	1 day
Cryoscope	2 days
Campylobacter	2 days
Listeria spp. (Vidas-25 gm)	2 days
E. coli 0157-H7 (SDI 20 hour – 25 gm)	24 Hours
Salmonella (Vidas- 25 gm)	2 days
Coliform (Colilert)	24 Hours
Colilert (Quantitray)	24 Hours
Coliform MPN (MTF)	2-4 days
Components	2 days