

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

BABCOCK LABORATORIES, INC.

Laboratory Testing and Analytical Services – RFP No. 2542

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and BABCOCK LABORATORIES, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Laboratory Testing and Analytical Services – RFP No. 2542 (“Project”).

2. **Term.** This Agreement shall be effective from the date first written above, and shall remain in effect for three (3) years, unless otherwise terminated pursuant to the provisions herein. The term of this Agreement may be extended by mutual written consent of the parties for two (2) additional one (1) year terms.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Million Three Hundred Nineteen Thousand Six Hundred Thirty Two Dollars (\$3,319,632.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Michael D. Roberts
3900 Main Street
Riverside, CA 92522

To Consultant

Babcock Laboratories, Inc.
Attn: Cathleen Iijima
6235 River Crest Drive, Suite H
Riverside, CA 92507

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

///
///
///
///
///

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

///

///

///

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

BABCOCK LABORATORIES, INC., a
California corporation

By: _____
Mike Futrell
City Manager

By: Tiffany Gomez
Print Name: Tiffany Gomez
Title: CEO/President

and

Attest: _____
Donesia Gause
City Clerk

By: _____
Print Name: _____
Title: _____

Certified as to Availability of Funds:

By: Julia Nemes
Chief Financial Officer

Approved as to Form:

By: Ruthann Salera
Ruthann Salera (May 5, 2026 12:05:19 PDT)
Anthony L. Beaumon
Sr. Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

- 2. Protect Public Health** - Enable rapid identification and notification of bacteriological positives, chemical exceedances, and other conditions requiring immediate operational or regulatory response.
- 3. Support Timely Decision-Making and Reporting** - Deliver analytical results within required turnaround times, including rush and standing rush schedules, to meet regulatory reporting deadlines.
- 4. Provide Reliable Data Management and Transparency** - Deliver complete, accurate, and properly formatted electronic data compatible with the City's data management systems and State reporting platforms.
- 5. Adapt to Future Regulatory Requirements** - Maintain technical capability and flexibility to support newly regulated analyses, such as UCMR6, microplastics, or other emerging requirements during the contract term.

1.4 Scope of Services

Description of Services:

The selected Company shall provide comprehensive, full-service laboratory support for the analysis of microbiological and chemical samples associated with the City's potable water, non-potable water, and environmental monitoring programs. Services shall be performed in accordance with all applicable federal, state, and regional regulatory requirements and shall include, but not be limited to, the following:

Analytical and Program Support

- Perform microbiological and chemical analyses using EPA-approved and Standard Methods methodologies.
- Support routine compliance monitoring for potable wells, non-potable wells, monitoring wells, treatment facilities, distribution system locations, canals, stormwater, and other City sampling locations.
- Perform analyses required under the Unregulated Contaminant Monitoring Rule (UCMR), including future UCMR programs (e.g., UCMR6), as applicable during the contract term.
- Perform lead testing required under the Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI).
- Provide additional regulated or required analytical testing adopted during the contract term (e.g., microplastics or newly promulgated regulations) at negotiated pricing.

Operational Support and Logistics

- Assign a dedicated Project Manager to serve as the primary point of contact.

- Provide sample kits, including pre-labeled bottles, coolers, and ice packs.
- Sample kit delivery and pickup of samples to occur Monday through Friday after 3:00 pm from the City's designated facility located at 3805 Vine St, Riverside, CA 92507.
- Maintain sample drop-off availability at a location within or near the City of Riverside Monday through Friday until 4:00 p.m. and weekends and holidays until 12:00 p.m. for bacteriological resamples and emergency sampling.

Turnaround Time

- Meet defined routine turnaround times for all analyses.
- Provide rush turnaround times for select analyses, including three (3)-day rushes.
- Provide a standing end-of-month rush turnaround to support regulatory reporting deadlines, including availability of final data for submission to the State by the 10th day of the following month.

Data Management, Reporting, and Notifications

- Enter all field data from Chain of Custody (COC) forms into the Laboratory Information Management System (LIMS), final analytical reports, and Electronic Data Deliverables (EDDs).
- Provide final analytical reports and invoices in PDF format via email.
- Provide Electronic Data Deliverables in City-approved formats (e.g., CSV), including uploads to WaterTrax or other City-designated systems.
- Provide secure client access to the laboratory's LIMS portal.
- Perform Electronic Data Transfer (EDT) to State databases when applicable and ensure all data are properly formatted and successfully transmitted.
- Provide daily email notifications identifying all preliminary analytical results exceeding Detection Limit Reporting (DLR) thresholds.

Regulatory Notification and Response

- Promptly notify the City's Contact listed on the emergency notification plan whenever results indicate:
 - Total coliform positive samples.
 - *E. coli* positive samples.
 - Heterotrophic Plate Count results exceeding 500 CFU.

- o Maximum Contaminant Level (MCL) exceedances for applicable compliance samples.

The City reserves the right to modify sampling locations, analytes, and quantities based on operational needs, regulatory changes, or system conditions during the contract term.

Deliverables: The selected Company shall provide the deliverables listed below for the duration of the contract. Deliverables shall be provided in accordance with all applicable federal, state, and regional regulatory requirements and City standards. Unless otherwise specified, all deliverables shall be provided at no additional cost beyond the unit prices identified in PlanetBids submission.

Analytical Results and Reporting - The Company shall provide complete and accurate analytical results for all submitted samples, including final laboratory reports in electronic PDF format. Reports shall include sample identification, analytical methods, results, reporting limits, applicable quality control information, and required laboratory certifications and accreditations.

Electronic Data Deliverables (EDD) - The Company shall provide Electronic Data Deliverables (EDD) in City-approved formats (e.g., CSV or other agreed formats) containing analytical and field data suitable for regulatory reporting and data management. EDDs shall be compatible with WaterTrax or other City-designated systems.

Regulatory Data Submittals - When required, the Company shall perform Electronic Data Transfer (EDT) of analytical results to applicable State databases and shall ensure data are properly formatted and successfully transmitted. The Company shall correct and resubmit any rejected data at no additional cost.

Notifications and Alerts - The Company shall provide immediate notification to the City's Contacts listed in the emergency notification plan when analytical results indicate:

- Total coliform positive samples.
- *E. coli* positive samples.
- Heterotrophic Plate Count results exceeding 500 CFU.
- Maximum Contaminant Level (MCL) exceedances for compliance samples.

The Company shall also provide daily email notifications identifying preliminary or final results exceeding applicable Detection Limit for Reporting (DLR) thresholds.

Sample Logistics and Chain of Custody - The Company shall provide pre-labeled sample containers and kits, including bottles, coolers, and ice packs, and shall maintain complete Chain of Custody (COC) documentation for all samples

received, including receipt conditions and temperature.

Turnaround Time Performance - The Company shall meet defined routine turnaround times and approved rush turnaround times, including standing end-of-month rush services necessary to support regulatory reporting deadlines.

Project Management and Customer Support - The Company shall assign a dedicated Project Manager and provide ongoing coordination, technical support, and responsiveness related to sample logistics, data review, regulatory reporting, and customer service inquiries.

Invoices and Billing Documentation - The Company shall submit itemized invoices referencing sample identifiers, analyses performed, and applicable unit prices in accordance with submitted pricing in PlanetBids.

Failure to provide required deliverables in accordance with this section may be considered non-performance under the Agreement.

1.5 Contract Management

As part of the City's commitment to improved outcomes, the City seeks to actively and regularly collaborate with the selected Company to enhance contract management, improve results, and adjust service delivery based on learning what works.

Communication and Reporting: The selected Company shall maintain regular and effective communication with the City to ensure timely performance and issue resolution throughout the contract term.

At a minimum, communication and reporting shall include the following:

- Assignment of a dedicated Project Manager as the primary point of contact for the City.
- Routine communication via email and telephone regarding sample receipt, analytical status, and scheduling.
- Immediate notification to the City's Project Manager and/or Microbiology staff of any analytical results requiring regulatory or operational response, including microbiological positives, MCL exceedances, or other reportable conditions.
- Daily email notifications identifying all preliminary or final analytical results exceeding applicable Detection Limit for Reporting (DLR) thresholds.
- Periodic performance discussions or meetings, conducted as requested by the City, to review laboratory performance, turnaround times, data quality, and upcoming regulatory or programmatic changes.
- Provision of summary reports or data extracts, upon request, to support program management, regulatory reporting, or internal review.

All communications, reports, and data shall be provided in electronic format unless otherwise agreed by the City.

EXHIBIT “B”
COMPENSATION

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Analysis / Method							\$1,106,444.0000		
1			Cl Residual (Field)	EA	6072	\$0.0000	\$0.0000	Yes	N/C
2			pH (Field)	EA	6072	\$0.0000	\$0.0000	Yes	N/C
3			Temperature (Field)	EA	6072	\$0.0000	\$0.0000	Yes	N/C
4			Bacti (P/A)	EA	6400	\$10.0000	\$64,000.0000	Yes	
5			Bacti (Quantitray)	EA	440	\$18.0000	\$7,920.0000	Yes	
6			Heterotrophic Plate Count (HPC)	EA	6800	\$7.0000	\$47,600.0000	Yes	
7			EDB/DBCP	EA	480	\$54.0000	\$25,920.0000	Yes	
8			EDB/DBCP 3 day RUSH (include Rush Charge)	EA	840	\$81.0000	\$68,040.0000	Yes	
9			1,2,3-TCP	EA	1100	\$64.0000	\$70,400.0000	Yes	
10			1,2,3-TCP 3 day RUSH (include Rush Charge)	EA	1100	\$96.0000	\$105,600.0000	Yes	
11			VOCs	EA	500	\$62.0000	\$31,000.0000	Yes	
12			VOC - PCE & TCE Only	EA	20	\$54.0000	\$1,080.0000	Yes	
13			VOC - PCE & TCE Only 3 day RUSH (include Rush Charge)	EA	1000	\$81.0000	\$81,000.0000	Yes	
14			Acrolein & Acrylonitrile	EA	54	\$87.0000	\$4,698.0000	Yes	
15			Total Trihalomethanes	EA	48	\$50.0000	\$2,400.0000	Yes	
16			Haloacetic Acid	EA	48	\$83.0000	\$3,984.0000	Yes	
17			Total Organic Carbon (TOC)	EA	48	\$35.0000	\$1,680.0000	Yes	
18			Nitrate (NO3-N)	EA	920	\$13.0000	\$11,960.0000	Yes	
19			Nitrite (NO2-N)	EA	1	\$13.0000	\$13.0000	Yes	
20			Nitrate and Nitrite	EA	60	\$26.0000	\$1,560.0000	Yes	
21			Total Inorganic Nitrogen (TIN)	EA	4	\$40.0000	\$160.0000	Yes	
22			Anions	EA	60	\$78.0000	\$4,680.0000	Yes	
23			Low Level Perchlorate	EA	2000	\$46.0000	\$92,000.0000	Yes	
24			Low Level Perchlorate 3 Day RUSH (include Rush charge)	EA	650	\$69.0000	\$44,850.0000	Yes	
25			Perchlorate	EA	10	\$55.0000	\$550.0000	Yes	
26			Hexavalent Chromium (Cr6)	EA	60	\$31.0000	\$1,860.0000	Yes	
27			Arsenic	EA	25	\$13.0000	\$325.0000	Yes	
28			Iron & Manganese	EA	105	\$22.0000	\$2,310.0000	Yes	
29			Boron	EA	15	\$13.0000	\$195.0000	Yes	
30			Lead & Copper	EA	60	\$22.0000	\$1,320.0000	Yes	
31			School/Child Care Lead Testing	EA	300	\$13.0000	\$3,900.0000	Yes	
32			pH	EA	4	\$13.0000	\$52.0000	Yes	
33			Dissolved Oxygen	EA	15	\$13.0000	\$195.0000	Yes	
34			Specific Conductance	EA	15	\$13.0000	\$195.0000	Yes	
35			Turbidity only	EA	8	\$13.0000	\$104.0000	Yes	
36			General Physical (Color, Odor, Turbidity)	EA	620	\$14.0000	\$8,680.0000	Yes	
37			Total Dissolved Solids (TDS)	EA	8	\$13.0000	\$104.0000	Yes	
38			Total Suspended Solids (TSS)	EA	8	\$13.0000	\$104.0000	Yes	
39			General Mineral	EA	180	\$105.0000	\$18,900.0000	Yes	
40			Inorganic Chemical	EA	180	\$146.0000	\$26,280.0000	Yes	
41			Pesticides	EA	45	\$113.0000	\$5,085.0000	Yes	
42			Herbicides	EA	45	\$128.0000	\$5,760.0000	Yes	
43			Regulated SOCs	EA	55	\$163.0000	\$8,965.0000	Yes	
44			Atrazine & Simazine only	EA	40	\$171.0000	\$6,840.0000	Yes	
45			Carbamates	EA	45	\$116.0000	\$5,220.0000	Yes	
46			Glyphosate	EA	45	\$116.0000	\$5,220.0000	Yes	
47			Endothall	EA	45	\$116.0000	\$5,220.0000	Yes	
48			Diquat	EA	45	\$193.0000	\$8,685.0000	Yes	
49			Dioxin	EA	45	\$385.0000	\$17,325.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50			Asbestos	EA	50	\$319.0000	\$15,950.0000	Yes	
51			Gross Alpha	EA	252	\$90.0000	\$22,680.0000	Yes	
52			Gross Alpha 5 day RUSH (Include Rush Charge)	EA	48	\$135.0000	\$6,480.0000	Yes	
53			Radium 226	EA	45	\$94.0000	\$4,230.0000	Yes	
54			Radium 228	EA	45	\$160.0000	\$7,200.0000	Yes	
55			Uranium	EA	300	\$30.0000	\$9,000.0000	Yes	
56			PFAS	EA	380	\$375.0000	\$142,500.0000	Yes	
57			PFAS - Extract Only (Field blanks are required at the frequency specified by the City or regulatory guidance)	EA	50	\$85.0000	\$4,250.0000	Yes	
58			Nitrosamines	EA	55	\$413.0000	\$22,715.0000	Yes	
59			Microplastics	EA	50	\$550.0000	\$27,500.0000	Yes	
60			97-005 list**	EA	8	\$5,000.0000	\$40,000.0000	Yes	
Turn Around Time (TAT)							\$0.0000		
61			Routine TAT	LS	1	\$0.0000	\$0.0000	Yes	Standard 10-businessday TAT for in-house
62			5 Day Rush	LS	1	\$0.0000	\$0.0000	Yes	1.25 Multiplier (25% Surcharge)
63			3 Day Rush	LS	1	\$0.0000	\$0.0000	Yes	1.5 Multiplier (50% Surcharge)
64			2 Day Rush	LS	1	\$0.0000	\$0.0000	Yes	2.0 Multiplier (100% Surcharge)
65			1 Day Rush	LS	1	\$0.0000	\$0.0000	Yes	3.0 Multiplier (200% Surcharge)
66			Same Day Rush	LS	1	\$0.0000	\$0.0000	Yes	4.0 Multiplier (300% Surcharge)
Miscellaneous Fees							\$100.0000		
67			Prelabeled bottles in cooler with icepacks	LS	1	\$0.0000	\$0.0000	Yes	
68			Sample Pick Up	LS	1	\$0.0000	\$0.0000	Yes	
69			Sample Bottle Delivery	LS	1	\$0.0000	\$0.0000	Yes	
70			List any other anticipated fees here, i.e. sample disposal fee, Travel Blank analysis fee etc. (Ok to add lines.)	LS	1	\$100.0000	\$100.0000	Yes	Per additional grid openings for Asbestos analysis, as needed
Standard price list for all other analytes							\$0.0000		
71			Grand Total for all other analytes	LS	1	\$0.0000	\$0.0000	Yes	Total dollar amount cannot be quantified without further information

EXHIBIT “C”

KEY PERSONNEL

- Cathleen Iijima, Contact