

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### BABCOCK LABORATORIES, INC.

(Inorganic and Organic Chemical Analyses for the WQCP)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement,") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date,") by and between the CITY OF RIVERSIDE ("City,,"), a California charter city and municipal corporation 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 Inorganic and Organic Chemical Analyses for the WQCP ("Project,,").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2019, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Eighty Five Thousand One Hundred Twelve Dollars (\$85,112) 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

Public Works, Sewer Administration  
City of Riverside  
Attn: Anicia Yambot  
5950 Acorn Street  
Riverside, CA 92504

To Consultant

Babcock Laboratories, Inc.  
Attn: Taylor D. Cariaga  
6100 Quail Valley Court  
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](http://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. 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 a court of competent jurisdiction in the 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, 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. **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.

33.1 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.

33.2 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.

33.3 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.

34. **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

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  
a California corporation

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

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

Approved as to Form:

By: \_\_\_\_\_  
Deputy City Attorney

BABCOCK LABORATORIES, INC.,  
a California corporation

By: \_\_\_\_\_  
Allison Mackenzie  
Chief Executive Officer

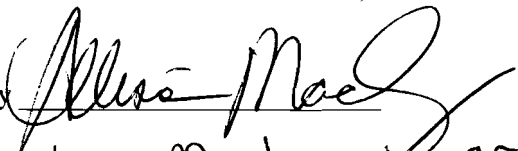
By: \_\_\_\_\_  
Tiffany Gomez  
Secretary

## **WORKERS' COMPENSATION CERTIFICATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 05/23/2017

BABCOCK LABORATORIES, INC.

By   
Allison Mackenzie, CEO  
Printed Name and Title

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
(Attached)

- B. Consultant must have a minimum of three (3) years of experience under their current license and/or business name and shall have accomplished at least one project of similar size/scope and dollar value.
- C. The Proposer must, through personal examination and investigation of the site(s) of the Work and such other means as he/she may prefer, satisfy himself/herself as to the nature and requirements of the Work. The proposer is responsible for obtaining all information required for the preparation of his/her proposal and the complete execution of the Work.
- D. All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted electronically under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

## **5. Inquiries**

All requests for clarifications, changes, exceptions or deviations to the terms and condition set forth in this RFP should be submitted in writing to:

Ms. Anicia Yambot, Laboratory Supervisor  
FAX: (951) 351-6267  
E-Mail: [ayambot@riversideca.gov](mailto:ayambot@riversideca.gov)

The final day for the receipt of questions from the Proposer shall be before 4:00 p.m. on Tuesday, April 25, 2017. To ensure fairness and avoid misunderstandings, **all communications must be in written format and addressed only to the individual set forth above.** Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member, Board of Public Utilities member or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

## **6. Scope of Services**

The City of Riverside's Laboratory Supervisor listed in this proposal shall function as the contact person or as the Project Manager.

All laboratory analyses for biosolids and wastewater shall be performed in accordance with test procedures under 40 CFR Part 136 (revised as of July 1, 2015) "Guidelines Establishing Test Procedures for the Analyses of Pollutants," promulgated by the United States Environmental Protection Agency (USEPA). In accordance with the provision of Water Code 13176, the Laboratory (Bidder) shall be certified by the State of California Water Boards, Environmental Laboratory Accreditation Program for the constituents and methods listed in Attachment "H and I".

The City, being an Arizona land applicator, requires that all laboratory analyses for biosolids samples shall be performed in accordance with the methods established in Arizona Administrative Code (A.A.C.) R9-14-

612 and R9-14-613 at a laboratory accredited and operating in compliance with the State of Arizona Department of Health Services, A.R.S. § 36-495 et seq.

Final Effluent compliance determination is based on twice (2X) the concentration of the constituents listed in Attachment I – Triggers for Quarterly Monitoring of Priority Pollutants. The City requires that samples shall be analyzed at Method Detection Limit (MDL) and Reporting Limit (RL) lower or at same concentration level listed in Attachment I.

The City's Project Manager shall be notified immediately of any constituent with concentration more than twice (2X) the concentration of the constituents listed in Attachment I. Another test must be scheduled upon notification and monitoring frequency shall be accelerated.

The Contract Laboratory shall supply all sample containers with required preservatives for the analyses at least two (2) days prior to the scheduled sampling dates. The sample containers shall be clean and free of contamination. The Lab shall also supply uncontaminated ice chests necessary for the storage or shipping of samples.

The Contract Laboratory if not certified by the State of Arizona shall be able to subcontract the required biosolids analyses to an Arizona certified Laboratory and able to meet the 10 working day turnaround requirement stated in this contract.

#### A. Sampling Schedule

Sampling shall be scheduled and coordinated with the City's Project Manager. The Project Manager will schedule the monthly, quarterly, semiannual, and annual wastewater, receiving water and biosolids EPA Priority Pollutant testing (as listed in Attachment "G"). The selected Laboratory shall be given 10-calendar days' notice by the City's Project Manager or her representative to request sample pick-up.

Annual sampling for Plant's raw and treated wastewater and surface water are collected over a 3-day period on the first full week of the month. Biosolids are collected semi-annually and Industrial discharges are collected quarterly. The quantities of analyses listed on the Proposal forms in Attachments "K" to "N" are the estimated number of tests for the two – year period including the grit & screenings done biannually. These quantities may vary and no quantities are implied or inferred.

Collected samples for wastewater, surface water, and biosolids shall be analyzed for parameters listed in Attachments "K" and "L". The City will notify the Laboratory of the specific sample preparation requirements.

The actual sampling dates may vary and will be scheduled by the City's Laboratory Supervisor. Chemical analyses of wastewater, surface water, and biosolids shall begin in July 2017 and will continue monthly, quarterly, semi-annually, annually, and biannually. Quarterly sampling shall be performed during July, October, January, and April. Semiannual for biosolids sampling shall be performed January and July of every year. Annual sampling is scheduled July 2017, October 2018, and January 2019.

The other set of biosolids samples are required to be analyzed by an Arizona State (Arizona Department of Environmental Quality - ADEQ) certified Laboratory. Samples shall be collected in the months of January, March, May, July, September, and November. Required analyses are listed in Attachment "M".

Grit and screenings sample shall be collected every other year during the month of October 2018, 2020, 2022, etc., and must be analyzed for CA Title-22 CAM 17 Metals. Required analyses are listed in Attachment "N".

#### **B. General Laboratory Procedures**

The Laboratory shall pick up the samples from the WQCP's laboratory located at 5950 Acorn Street, Riverside, CA 92504. The samples shall be picked up before the end of each sampling day between 1:00 p.m. and 3:00 p.m. or from 8:00 to 10:00 in the morning as deemed necessary. Normally, pick up notifications are made a day or a few days prior to sample pick up. But there will be some samples for which shorter notification will be given and the City will require same day sample pick up for pick up request made before 9:00 a.m. Samples shall be transported to the Laboratory under Chain of Custody protocol and shall be delivered to the Laboratory on the same calendar day that they were released by the City. A copy of the Laboratory's Chain of Custody's standard operating procedure shall be submitted with the Proposal/Quotes. The Laboratory's Chain of Custody sample documentation shall include but not limited to the following:

- Collect Date / Time of sample
- Signature of person releasing/receiving the sample
- Volume of sample released/received
- Date and Time the sample is released/received
- Type of sample (grab or composite) and analyses requested
- Observed sample condition at time of receipt/release
- Sample and/or cooler temperature at the time of receipt
- Type of preservative added to the sample if applicable
- Sample ID or Number
- Signature of contracted Laboratory representative receiving the samples delivered for analysis
- Turnaround times requested
- Notes or comments if needed

Analyses shall be done in accordance with all Federal, State, County, and EPA requirements. Consultant shall be certified by the State of California Water Resources Control Board, Regional Water Quality Control Board - Environmental Laboratory Accreditation Program for wastewater, drinking water, biosolids, and hazardous waste. The Reporting Levels for which each parameter will be tested shall be no higher than the concentrations listed in Attachments "H" and "I". For parameters where RLs are not listed in Attachments "H" and "I", the RLs shall not be greater than the published EPA RLs as listed in "Title 40, Code of Federal Regulations" (CFR), Part 136.

Analytical laboratory shall adhere to those recommendations promulgated in 21 CFR Part 58, Good Laboratory Practices criteria described in Methods for Chemical Analysis of Water and Wastes,



(EPA, March 1983) (EPA-600/4-79-020); and to those requirements outlined in "User's Guide to the Contract Laboratory Program," EPA/540/P-91/002, 1991. All samples collected during this project for chemical analyses shall be tested in accordance with the current standard analytical procedures established by the EPA listed in 40 CFR Part 136. Only the methods listed in Attachments H and I shall be selected for chemical analyses of the City's plant samples and the following conditions shall apply:

- Purity of Standards, Solvents and Reagents - All reagents will be of the standard laboratory quality obtainable. Where applicable, reference standard solutions will be traceable to National Institute of Standards and Technology (NIST).
- Laboratory Water Required for Analyses - Laboratory pure water (Type I) will be prepared by a special deionized water system augmented by individual filter cartridges and polishers located at each outlet point.
- Data Acquisition Requirements - Appropriate EPA and ASTM standard methods for all the required chemical and physical laboratory shall be used to acquire data
- Data Assessment Procedures - The quality assessment of the analytical data shall adhere to the accuracy and precision criteria outlined in the "User's Guide to the Contract Laboratory Program," EPA/540/R-09-03, January 2011 for analysis of chemical data. These procedures specify the documentation needed and the technical criteria required in completing the QA/QC of the data. Someone other than the analyst shall check data reduction calculations.
- Sample Collection - Coolers and tight-sealed containers shall be transported to the laboratory by a courier under chain of custody protocol. The coolers shall be kept at  $\leq 6^{\circ}\text{C}$  while in transit to the laboratory.

#### C. Analyses of Wastewater and Receiving Water

The following requirements must be met for the analyses of wastewater and receiving water:

The testing laboratories must calibrate their system down to the Minimum Levels specified in Attachments "H" and "I" for EPA Priority Pollutants unless an alternative level is approved by the Regional Board's Executive Officer. This is required when analyzing the EPA Priority Pollutants with effluent limitations in NPDES Order No. R8-2013-0016 (subject to update, the City is due for new NPDES Permit in 2018).

For wastewater and receiving water monitoring and those priority pollutants without effluent limitations but are required to be monitored, it is extremely important that the testing laboratory must be able to quantify constituent's concentrations to the lowest achievable RL as determined by the analytical methods and minimum levels listed in Attachment "H" and "I" or as determined by the procedure found in 40 CFR Part 136. The concentrations of detected constituents will be required to be compared to the most stringent applicable receiving water objectives (freshwater or human health – consumption of organisms only) as specified for a pollutant in 40 CFR 131.38. See attachment "I".

#### D. General Information

The City's Project Manager will conduct a quarterly evaluation of the contracted Laboratory to determine if the services provided have been satisfactory. The evaluation shall include an assessment of the following:

- Timely performance of analyses;
- Timely submission of test results;
- Immediate correction of reported problems;
- Timely delivery of sample containers;
- Maintenance of State Certification and Accreditation;
- Accuracy of analytical results;
- Accuracy of reference test samples. 100% of parameters must be within  $\pm 15$  or 20% of true value depending on the analyses being evaluated;
- Availability and acceptability of quality control data for quantified laboratory data; and
- Ability to meet required reporting level or minimum level stated in Attachments H & I.

If the City's Project Manager finds the Laboratory's performance to be unsatisfactory, 30 days written notice shall be given. The City may terminate the Contract if the deficiencies are not fixed.

#### E. Data Reporting Requirements/Protocol

The report shall include the following:

- A case narrative written on the laboratory letterhead. The laboratory manager or their designee shall authorize the release of data. The case narrative shall consist of the following information;
  - Client's sample identification and the corresponding laboratory identification;
  - Parameters analyzed for each sample and the methodology used; EPA method should be cited when applicable;
  - Whether the holding times were met or exceeded;
  - Detailed description of all analytical and / or sample receipt problems encountered;
  - Discussion of reasons for any QA/QC sample result exceedances;
  - Discussion of any manual integration; and
  - Observation regarding any occurrence which may adversely impact sample integrity or data quality.

Legible copies of all of the Chain-of-Custody forms for each sample shall be submitted with the laboratory report. Copies of any internal laboratory tracking documents shall also be included.

QA/QC data for each chemical analysis shall be included with the laboratory report.

The Laboratory shall report the applicable Reporting Level (RL) or Minimum Limit (ML) with each sample result and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR Part 136. The summary of results for each sample shall include:

- Client's sample description and the corresponding laboratory identification
- Sample collection dates

- Matrix type
- Received date
- Analytical results and associated methods and units
- Method Detection Limits (MDLs)
- Reporting Levels (RLs) or Minimum Limits (MLs)
- Units of measurement
- Analytical method
- Dates and time of sample extraction and analysis
- Weights or volumes of samples used for extraction or analysis
- Dilution or concentration factor for the sample
- Definitions of any laboratory data qualifiers used

The Laboratory shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following protocols:

- Sample results greater than or equal to the RL shall be reported as measured concentration of the sample.
- Sample results less than the RL, but greater than or equal to the laboratory's MDL shall be reported as "Detected but Not Quantified", or "DNQ". The estimated chemical concentration of the sample shall also be reported. For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ (or "J" value) as well as the words "Estimated Concentration" or "Est. Conc."
- Sample results less than the laboratory's MDL shall be reported as "Not Detected", or ND.
- The Laboratory shall establish calibration standards so that the RL or ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest concentration of the calibration standard. The Laboratory shall not use analytical data derived from extrapolation beyond the lowest or highest point of the standard.

*(Note: Reporting Limit (RL) or Minimum Limit (ML) is the concentration at which the entire analytical system must give a recognizable signal and acceptable point. The RL or ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the methods, specified sample weights, volumes, and processing steps have been followed.*

The Laboratory shall submit the results of analyses to the City in hard copies and in electronic form using a PDF format. Report format shall be compatible with the regulatory agencies' electronic reporting system (CIWQS) and HACHWIMS (SQL based). The laboratory supplied report files shall conform to the ASCII format in EXCEL and contain the designated fields in the order specified:

- Compound Name; Location ID
- Analytical Method
- Date Collected
- Time Collected
- Date Analyzed
- Value

- Units
- Method Detection Limit
- Reporting Limit
- Quantification of Numbers between the Minimum Limit (ML) or the Minimum Detection Limit (MDL) and Reporting Limit (RL)
- Qualifier
- Dilution Factor
- Lab Sample Identification
- Test Code
- CAS number
- Symbol
- Date/Time Received by Lab
- Sample Matrix

The Laboratory shall submit the testing results in appropriate form to the City's Project Manager WITHIN TEN (10) WORKING DAYS from the date of sample pick up.

#### F. Quality Control

Quality control information shall be required on all analyses. Reference samples will be periodically compared with another laboratory. The City may terminate the contract for failure to meet performance criteria. A copy of Laboratory's quality control document and results of annual proficiency testing (WP) for the last 2 years shall be included with the proposal/quote. The laboratory shall not exceed allowable error limits as specified by the quality control program.

One set of calibration standards, either single point or full range, shall be analyzed daily.

One set of reagent and solvent blanks shall be analyzed daily.

For organic analysis, at least one matrix spike and one matrix spike duplicate shall be analyzed for each batch of ten or less samples.

For inorganic analysis, at least one matrix spike sample and one matrix spike duplicate shall be analyzed with each batch of ten samples.

QA/QC data shall be included with all the laboratory reports.

The Laboratory shall check computer input for accuracy prior to submittal to the City.

An individual (checker) not involved in the analysis of the sample shall review/evaluate all the calculations from the analysis. Calculations shall be signed and dated by the reviewer to document completion of the evaluation and agreement to resolution of comments between originator and evaluator.

#### G. Liquidated Damages

Failure on the part of the Laboratory to provide testing results in the format specified and within the time limits prescribed in this RFP shall result in damages to the City. These damages will be assessed in the amount of \$250.00 as liquidated damages for each consecutive calendar day in excess of the time limits stated in this RFP that the Laboratory fails to submit the required data in the appropriate format. Liquidated damages will be deducted from each payment for work submitted outside of the time limits prescribed.

## **7. General Terms and Conditions**

The successful Consultant will be required to sign a Professional Consultant Service Agreement for Inorganic and Organic Chemical Analyses for the WQCP ("Agreement"). Consultant must meet all insurance requirements reflected in the Sample Agreement (Exhibit 1). All terms and conditions of the Agreement are non-negotiable.

Failure to execute the Agreements and furnish the required insurance within the required time period shall be just cause for the recession of the award. If the successful Proposer refuses or fails to execute the Agreements and/or provide the required insurance, the City may award the Project to the next qualified Proposer. The successful Proposer will also be required to obtain and pay for all licenses necessitated by Proposer's operations. Prior to performing any services, Proposer and its subcontractors shall be required to have a City of Riverside Business Tax Registration valid for the life of the Projects; and provide evidence of appropriate licenses.

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged and will be made part of the contract. An addendum may be acknowledged by signing its cover page and submitting the signed copy as a digital file with the rest of the response or by acknowledging via the bidding website. Failure to acknowledge an addendum using one of the allowable methods will automatically deem your bid non-responsive. Addenda notifications will be provided via email to those subscribed to the Planholders List.

### **A. Payment**

The City of Riverside, Purchasing Division, will issue a purchase order for the required services. Consultant shall invoice all work to this purchase order unless otherwise directed by the City. Invoices for additional parts, material, and labor shall be billed on a separate invoice. Consultant shall include the purchase order number and a description of the work performed on each invoice.

Consultant shall submit invoices to the City. The City is not responsible for late payments resulting from invoices that are submitted late or that are incomplete.

Consultant shall submit invoices to:

City of Riverside - WQCP  
Attn: Anicia Yambot

**EXHIBIT "B"**  
**COMPENSATION**

Not to exceed \$85,112. Breakdown attached.

### **Cost of Services**

We have carefully prepared the unit prices for this bid proposal to provide the City of Riverside WQCP with the lowest cost available that allows us to maintain our high standard for quality. We base our pricing upon knowledge gained from over a century of managing laboratory workflow and marketplace changes. Our longevity in the industry demonstrates that we understand the steps required to provide the two pillars of our value to clients: technical excellence and unparalleled service. Each unit price includes all of the elements necessary for timely performance, quality, service, and value.

### **Rush Charges**

Standard turnaround time for testing results in appropriate form will be ten (10) working days from the date of sample pick up. If requested, rush turnaround is also available according to the surcharge schedule detailed below.

|                            |      |
|----------------------------|------|
| 24 working hour turnaround | 200% |
| 48 working hour turnaround | 100% |
| 72 working hour turnaround | 50%  |
| 96 working hour turnaround | 25%  |

As noted in the proposal, the costs for sample bottles, travel blanks, sample preservation, blue-ice and courier services are included in the prices given. For services outside of normal business hours (Monday – Friday 8:00am-5:00pm) additional charges may apply.

Please see our Cost Proposal enclosed on the following pages (Attachments K, L, M, and N).

### **Other Attachments**

As attachments to this proposal, please also find the following documents enclosed:

- Cost Proposal (Attachments K, L, M, and N)
- Exhibits 3 and 4
- Babcock Laboratories Quality Manual
- Babcock Laboratories most recent Annual Proficiency Testing results (Babcock Labs participates in PT testing twice per year, and the most recent two studies are enclosed)
- Babcock Laboratories ELAP and NELAP certificates

**ATTACHMENT K - BID ITEMS FOR WASTEWATER & RECEIVING WATER - Babcock Labs**

| <b>No.</b> | <b>Parameters</b>          | <b>METHODS</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Amount</b>                       |
|------------|----------------------------|----------------|---------------------------|-------------------|-------------------------------------|
| 1          | Biochemical Oxygen Demand  | EPA 405.1      | 50                        | \$ 25.00          | \$ 1,250.00                         |
| 2          | Chemical Oxygen Demand     | EPA 410.1      | 100                       | \$ 12.00          | \$ 1,200.00                         |
| 3          | Total Organic Carbon (TOC) | EPA 300.0      | 100                       | \$ 15.00          | \$ 1,500.00                         |
| 4          | Dissolved TOC              | EPA 300.0      | 50                        | \$ 15.00          | \$ 750.00                           |
| 5          | Total Coliform             | EPA 300.0      | 100                       | \$ 12.00          | \$ 1,200.00                         |
| 6          | Fecal Coliform             | EPA 300.0      | 100                       | \$ 5.00           | \$ 500.00                           |
| 7          | Total Suspended Solids     | EPA 300.0      | 100                       | \$ 6.00           | \$ 600.00                           |
| 8          | Carbonate Alkalinity       | EPA 300.0      | 50                        | \$ 6.00           | \$ 300.00                           |
| 9          | Total Dissolved Solids     | EPA 300.0      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 10         | Total Organic Carbon       | EPA 415.1      | 200                       | \$ 15.00          | \$ 3,000.00                         |
| 11         | Ammonia Nitrogen           | EPA 350.1      | 400                       | \$ 5.00           | \$ 2,000.00                         |
| 12         | Total Kjeldahl Nitrogen    | EPA 351.2      | 100                       | \$ 15.00          | \$ 1,500.00                         |
| 13         | Nitrate Nitrogen           | EPA 300.0      | 400                       | \$ 6.00           | \$ 2,400.00                         |
| 14         | Nitrite Nitrogen           | EPA 300.0      | 400                       | \$ 6.00           | \$ 2,400.00                         |
| 15         | Chloride                   | EPA 300.0      | 100                       | \$ 6.00           | \$ 600.00                           |
| 16         | Fluoride                   | EPA 300.0      | 100                       | \$ 6.00           | \$ 600.00                           |
| 17         | Phosphate                  | EPA 300.0      | 100                       | \$ 10.00          | \$ 1,000.00                         |
| 18         | Sulfate                    | EPA 300.0      | 100                       | \$ 6.00           | \$ 600.00                           |
| 19         | Aluminum                   | EPA 200.7      | 50                        | \$ 6.00           | \$ 300.00                           |
| 20         | Antimony                   | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 21         | Arsenic                    | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 22         | Barium                     | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 23         | Beryllium                  | EPA 200.8      | 100                       | \$ 6.00           | \$ 600.00                           |
| 24         | Boron                      | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 25         | Cadmium                    | EPA 200.8      | 150                       | \$ 6.00           | \$ 900.00                           |
| 26         | Dissolved Cadmium          | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 27         | Calcium                    | EPA 200.7      | 100                       | \$ 6.00           | \$ 600.00                           |
| 28         | Chromium III               | Calculation    | 25                        | \$ -              | \$ -                                |
| 29         | Chromium VI                | EPA 218.6      | 25                        | \$ 30.00          | \$ 750.00                           |
| 30         | Total Chromium             | EPA 200.8      | 100                       | \$ 6.00           | \$ 600.00                           |
| 31         | Cobalt                     | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 32         | Copper                     | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 33         | Dissolved Copper           | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 34         | Iron                       | EPA 200.7      | 100                       | \$ 6.00           | \$ 600.00                           |
| 35         | Lead                       | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 36         | Dissolved Lead             | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 37         | Magnesium                  | EPA 200.7      | 100                       | \$ 6.00           | \$ 600.00                           |
| 38         | Manganese                  | EPA 200.8      | 100                       | \$ 6.00           | \$ 600.00                           |
| 39         | Mercury                    | SM 3112B       | 100                       | \$ 15.00          | \$ 1,500.00                         |
| 40         | Mercury (Low Level)        | EPA 1631B      | 50                        | \$ 90.00          | \$ 4,500.00                         |
| 41         | Nickel                     | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 42         | Potassium                  | EPA 200.7      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 43         | Selenium                   | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 44         | Silica                     | EPA 200.8      | 20                        | \$ 15.00          | \$ 300.00                           |
| 45         | Silver                     | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 46         | Sodium                     | EPA 200.7      | 250                       | \$ 6.00           | \$ 1,500.00                         |
| 47         | Thallium                   | EPA 200.8      | 50                        | \$ 6.00           | \$ 300.00                           |
| 48         | Total Hardness             | Calculation    | 100                       | \$ -              | \$ -                                |
| 49         | Zinc                       | EPA 200.8      | 200                       | \$ 6.00           | \$ 1,200.00                         |
| 50         | Cyanide (Total)            | SM 4500CN E    | 200                       | \$                | (Bid Item - Attachment K Page 0006) |



| <u>No.</u> | <u>Parameters</u>                          | <u>METHODS</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|--|----------------|---------------------------|-------------------|---------------|
| <b>51</b>  | <b>MISCELLANEOUS EPA METHOD 8260</b>       |                |                           |                   | \$ -          |
|            | Cyanide (Total) or Amenable Cyanide        | SM 4500CN E    | 10                        | \$ 20.00          | \$ 200.00     |
|            | Asbestos (not required unless requested)   | -              | -                         |                   |               |
|            | 2,3,7,8-Tetrachlorodibenzo-P-Dioxin (TCDD) | EPA 1613B      | 10                        | \$ 300.00         | \$ 3,000.00   |
| <b>52</b>  | <b>VOLATILE ORGANICS METHOD 802 or 804</b> |                | 10                        | \$ 90.00          | \$ 900.00     |
|            | Acrolein                                   | Wastewater     |                           |                   |               |
|            | Acrylonitrile                              | Wastewater     |                           |                   |               |
|            | Benzene                                    | Wastewater     |                           |                   |               |
|            | Bromoform                                  | Wastewater     |                           |                   |               |
|            | Carbon Tetrachloride                       | Wastewater     |                           |                   |               |
|            | Chlorobenzene                              | Wastewater     |                           |                   |               |
|            | Chlorodibromomethane                       | Wastewater     |                           |                   |               |
|            | Chloroethane                               | Wastewater     |                           |                   |               |
|            | 2-Chloroethyl Vinyl Ether                  | Wastewater     |                           |                   |               |
|            | Chloroform                                 | Wastewater     |                           |                   |               |
|            | Dichlorobromomethane                       | Wastewater     |                           |                   |               |
|            | 1,1-Dichloroethane                         | Wastewater     |                           |                   |               |
|            | 1,2-Dichloroethane                         | Wastewater     |                           |                   |               |
|            | 1,1-Dichloroethylene                       | Wastewater     |                           |                   |               |
|            | 1,2-Dichloropropane                        | Wastewater     |                           |                   |               |
|            | 1,3-Dichloropropylene                      | Wastewater     |                           |                   |               |
|            | Ethylbenzene                               | Wastewater     |                           |                   |               |
|            | Methyl Bromide                             | Wastewater     |                           |                   |               |
|            | Methyl Chloride                            | Wastewater     |                           |                   |               |
|            | Methylene Chloride                         | Wastewater     |                           |                   |               |
|            | 1,1,2,2-Tetrachloroethane                  | Wastewater     |                           |                   |               |
|            | Tetrachloroethylene                        | Wastewater     |                           |                   |               |
|            | Toluene                                    | Wastewater     |                           |                   |               |
|            | 1,2-Trans-Dichloroethylene                 | Wastewater     |                           |                   |               |
|            | 1,1,1-Trichloroethane                      | Wastewater     |                           |                   |               |
|            | 1,1,2-Trichloroethane                      | Wastewater     |                           |                   |               |
|            | Trichloroethylene                          | Wastewater     |                           |                   |               |
|            | Vinyl Chloride                             | Wastewater     |                           |                   |               |

| <u>No.</u> | <u>Parameters</u>                           | <u>METHODS</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|---|----------------|---------------------------|-------------------|---------------|
| 53         | <b>BASE/NEUTRAL EXTRACTIBLES/METHOD 625</b> |                | 10                        | \$ 100.00         | \$ 1,000.00   |
|            | Acenaphthene                                | Wastewater     |                           |                   |               |
|            | Acenaphthylene                              | Wastewater     |                           |                   |               |
|            | Anthracene                                  | Wastewater     |                           |                   |               |
|            | Benzidine                                   | Wastewater     |                           |                   |               |
|            | Benzo (a) Anthracene                        | Wastewater     |                           |                   |               |
|            | Benzo (a) Pyrene                            | Wastewater     |                           |                   |               |
|            | Benzo (b) Fluoranthene                      | Wastewater     |                           |                   |               |
|            | Benzo (g,h,i) Perylene                      | Wastewater     |                           |                   |               |
|            | Benzo (k) Fluoranthene                      | Wastewater     |                           |                   |               |
|            | Bis (2-Chloroethoxy) Methane                | Wastewater     |                           |                   |               |
|            | Bis (2-Chloroethyl) Ether                   | Wastewater     |                           |                   |               |
|            | Bis (2-Chloroisopropyl) Ether               | Wastewater     |                           |                   |               |
|            | Bis (2-Ethylhexyl) Phthalate                | Wastewater     |                           |                   |               |
|            | 4-Bromophenyl Phenyl Ether                  | Wastewater     |                           |                   |               |
|            | Butylbenzyl Phthalate                       | Wastewater     |                           |                   |               |
|            | 2-Chloronaphthalene                         | Wastewater     |                           |                   |               |
|            | 4-Chlorophenyl Phenyl Ether                 | Wastewater     |                           |                   |               |
|            | Chrysene                                    | Wastewater     |                           |                   |               |
|            | Dibenzo (a,h) Anthracene                    | Wastewater     |                           |                   |               |
|            | 1,2-Dichlorobenzene                         | Wastewater     |                           |                   |               |
|            | 1,3-Dichlorobenzene                         | Wastewater     |                           |                   |               |
|            | 1,4-Dichlorobenzene                         | Wastewater     |                           |                   |               |
|            | 3,3'-Dichlorobenzidine                      | Wastewater     |                           |                   |               |
|            | Diethyl Phthalate                           | Wastewater     |                           |                   |               |
|            | Dimethyl Phthalate                          | Wastewater     |                           |                   |               |
|            | Di-n-Butyl Phthalate                        | Wastewater     |                           |                   |               |
|            | 2,4-Dinitrotoluene                          | Wastewater     |                           |                   |               |
|            | 2,6-Dinitrotoluene                          | Wastewater     |                           |                   |               |
|            | Di-n-Octyl Phthalate                        | Wastewater     |                           |                   |               |
|            | 1,2-Diphenylhydrazine                       | Wastewater     |                           |                   |               |
|            | Fluoranthene                                | Wastewater     |                           |                   |               |
|            | Fluorene                                    | Wastewater     |                           |                   |               |
|            | Hexachlorobenzene                           | Wastewater     |                           |                   |               |
|            | Hexachlorobutadiene                         | Wastewater     |                           |                   |               |
|            | Hexachlorocyclopenta-diene                  | Wastewater     |                           |                   |               |
|            | Hexachloroethane                            | Wastewater     |                           |                   |               |
|            | Indeno (1,2,3-cd) Pyrene                    | Wastewater     |                           |                   |               |
|            | Isophorone                                  | Wastewater     |                           |                   |               |
|            | Naphthalene                                 | Wastewater     |                           |                   |               |
|            | Nitrobenzene                                | Wastewater     |                           |                   |               |
|            | N-Nitrosodimethylamine                      | Wastewater     |                           |                   |               |
|            | N-Nitrosodi-N-Propylamine                   | Wastewater     |                           |                   |               |
|            | N-Nitrosodiphenylamine                      | Wastewater     |                           |                   |               |
|            | Phenanthrene                                | Wastewater     |                           |                   |               |
|            | Pyrene                                      | Wastewater     |                           |                   |               |
|            | 1,2,4-Trichlorobenzene                      | Wastewater     |                           |                   |               |

| <u>No.</u> | <u>Parameters</u>                                 | <u>METHODS</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|---|----------------|---------------------------|-------------------|---------------|
| 54         | <b><u>PESTICIDES METHOD 602</u></b>               |                | 10                        | \$ 100.00         | \$ 1,000.00   |
|            | Aldrin  | Wastewater     |                           |                   |               |
|            | Alpha BHC   | Wastewater     |                           |                   |               |
|            | Beta BHC  | Wastewater     |                           |                   |               |
|            | Delta BHC   | Wastewater     |                           |                   |               |
|            | Gamma BHC   | Wastewater     |                           |                   |               |
|            | Chlordane   | Wastewater     |                           |                   |               |
|            | 4, 4' - DDT                                       | Wastewater     |                           |                   |               |
|            | 4, 4' - DDE                                       | Wastewater     |                           |                   |               |
|            | 4, 4' - DDD                                       | Wastewater     |                           |                   |               |
|            | Dieldrin  | Wastewater     |                           |                   |               |
|            | Alpha Endosulfan                                  | Wastewater     |                           |                   |               |
|            | Beta Endosulfan                                   | Wastewater     |                           |                   |               |
|            | Endosulfan Sulfate                                | Wastewater     |                           |                   |               |
|            | Endrin  | Wastewater     |                           |                   |               |
|            | Endrin Aldehyde                                   | Wastewater     |                           |                   |               |
|            | Heptachlor  | Wastewater     |                           |                   |               |
|            | Heptachlor Epoxide                                | Wastewater     |                           |                   |               |
|            | PCB 1016  | Wastewater     |                           |                   |               |
|            | PCB 1221  | Wastewater     |                           |                   |               |
|            | PCB 1232  | Wastewater     |                           |                   |               |
|            | PCB 1242  | Wastewater     |                           |                   |               |
|            | PCB 1248  | Wastewater     |                           |                   |               |
|            | PCB 1254  | Wastewater     |                           |                   |               |
|            | PCB 1260  | Wastewater     |                           |                   |               |
|            | Toxaphene   | Wastewater     |                           |                   |               |
| 55         | <b><u>ACID EXTRACTIBLES METHOD 625 or 604</u></b> |                | 10                        | \$ 100.00         | \$ 1,000.00   |
|            | 2-Chlorophenol                                    | Wastewater     |                           |                   |               |
|            | 2,4-Dichlorophenol                                | Wastewater     |                           |                   |               |
|            | 2,4-Dimethylphenol                                | Wastewater     |                           |                   |               |
|            | 2-Methyl-4,6-Dinitrophenol                        | Wastewater     |                           |                   |               |
|            | 2,4-Dinitrophenol                                 | Wastewater     |                           |                   |               |
|            | 2-Nitrophenol                                     | Wastewater     |                           |                   |               |
|            | 4-Nitrophenol                                     | Wastewater     |                           |                   |               |
|            | 3-Methyl-4-Chlorophenol                           | Wastewater     |                           |                   |               |
|            | Pentachlorophenol                                 | Wastewater     |                           |                   |               |
|            | Phenol  | Wastewater     |                           |                   |               |
|            | 2, 4, 6 - Trichlorophenol                         | Wastewater     |                           |                   |               |
| 56         | Chloroform  | EPA 624        | 25                        | \$ 60.00          | \$ 1,500.00   |
| 57         | Phenolic Compounds                                | EPA 420.1      | 25                        | \$ 25.00          | \$ 625.00     |
| 58         | Oil and Grease                                    | EPA 1664B      | 150                       | \$ 25.00          | \$ 3,750.00   |
| 59         | MTBE  | EPA 552        | 10                        | \$ 75.00          | \$ 750.00     |
| 60         | BTEX  | EPA 552        | 10                        | Inc. w/ MTBE      |               |
| 61         | Total Organic Halides (TOX)                       | EPA 9020B      | 30                        | \$ 135.00         | \$ 4,050.00   |
| 62         | Ethylene Glycol                                   | EPA 8015B      | 30                        | \$ 125.00         | \$ 3,750.00   |

**GRAND TOTAL** \$ 72,575.00

# ATTACHMENT L - BID ITEMS FOR BIOSOLIDS (NPDES) - Babcock

| No. | Parameters                     | Matrix    | Estimated Quantity | Unit Price | Amount |
|-----|--------------------------------|-----------|--------------------|------------|--------|
| 1   | <u>METALS METHOD 8010/8020</u> | Biosolids | 5                  | 121        | 605    |
|     | Antimony                       | Biosolids |                    |            |        |
|     | Arsenic                        | Biosolids |                    |            |        |
|     | Beryllium                      | Biosolids |                    |            |        |
|     | Cadmium                        | Biosolids |                    |            |        |
|     | Chromium III                   | Biosolids |                    |            |        |
|     | Chromium VI                    | Biosolids |                    |            |        |
|     | Copper                         | Biosolids |                    |            |        |
|     | Lead                           | Biosolids |                    |            |        |
|     | Mercury                        | Biosolids |                    |            |        |
|     | Nickel                         | Biosolids |                    |            |        |
|     | Selenium                       | Biosolids |                    |            |        |
|     | Silver                         | Biosolids |                    |            |        |
|     | Thallium                       | Biosolids |                    |            |        |
|     | Zinc                           | Biosolids |                    |            |        |

| No.      | Parameters                                 | Matrix    | Estimated Quantity | Unit Price | Amount |
|----------|--|-----------|--------------------|------------|--------|
| <b>2</b> | <b>MISCELLANEOUS EPA METHOD 8280</b>       |           |                    |            |        |
|          | Cyanide (Total)                            | Biosolids | 5                  | 30         | 150    |
|          | Asbestos (not required unless requested)   | Biosolids |                    | 200        |        |
|          | 2,3,7,8-Tetrachlorodibenzo-P-Dioxin (TCDD) | Biosolids |                    | 450        |        |
| <b>3</b> | <b>VOLATILE ORGANICS METHOD 8260/824</b>   |           | 5                  | 125        | 625    |
|          | Acrolein                                   | Biosolids |                    |            |        |
|          | Acrylonitrile                              | Biosolids |                    |            |        |
|          | Benzene                                    | Biosolids |                    |            |        |
|          | Bromoform                                  | Biosolids |                    |            |        |
|          | Carbon Tetrachloride                       | Biosolids |                    |            |        |
|          | Chlorobenzene                              | Biosolids |                    |            |        |
|          | Chlorodibromomethane                       | Biosolids |                    |            |        |
|          | Chloroethane                               | Biosolids |                    |            |        |
|          | 2-Chloroethyl Vinyl Ether                  | Biosolids |                    |            |        |
|          | Chloroform                                 | Biosolids |                    |            |        |
|          | Dichlorobromomethane                       | Biosolids |                    |            |        |
|          | 1,1-Dichloroethane                         | Biosolids |                    |            |        |
|          | 1,2-Dichloroethane                         | Biosolids |                    |            |        |
|          | 1,1-Dichloroethylene                       | Biosolids |                    |            |        |
|          | 1,2-Dichloropropane                        | Biosolids |                    |            |        |
|          | 1,3-Dichloropropylene                      | Biosolids |                    |            |        |
|          | Ethylbenzene                               | Biosolids |                    |            |        |
|          | Methyl Bromide                             | Biosolids |                    |            |        |
|          | Methyl Chloride                            | Biosolids |                    |            |        |
|          | Methylene Chloride                         | Biosolids |                    |            |        |
|          | 1,1,2,2-Tetrachloroethane                  | Biosolids |                    |            |        |
|          | Tetrachloroethylene                        | Biosolids |                    |            |        |
|          | Toluene                                    | Biosolids |                    |            |        |
|          | 1,2-Trans-Dichloroethylene                 | Biosolids |                    |            |        |
|          | 1,1,1-Trichloroethane                      | Biosolids |                    |            |        |
|          | 1,1,2-Trichloroethane                      | Biosolids |                    |            |        |
|          | Trichloroethylene                          | Biosolids |                    |            |        |
|          | Vinyl Chloride                             | Biosolids |                    |            |        |

| No. | Parameters                      | Matrix    | Estimated Quantity | Unit Price | Amount |
|-----|---------------------------------|-----------|--------------------|------------|--------|
| 4   | <b>EXTRACTIBLES METHOD 8270</b> |           | 5                  | 125        | 625    |
|     | Acenaphthene                    | Biosolids |                    |            |        |
|     | Acenaphthylene                  | Biosolids |                    |            |        |
|     | Anthracene                      | Biosolids |                    |            |        |
|     | Benzidine                       | Biosolids |                    |            |        |
|     | Benzo (a) Anthracene            | Biosolids |                    |            |        |
|     | Benzo (a) Pyrene                | Biosolids |                    |            |        |
|     | Benzo (b) Fluoranthene          | Biosolids |                    |            |        |
|     | Benzo (g,h,i) Perylene          | Biosolids |                    |            |        |
|     | Benzo (k) Fluoranthene          | Biosolids |                    |            |        |
|     | Bis (2-Chloroethoxy) Methane    | Biosolids |                    |            |        |
|     | Bis (2-Chloroethyl) Ether       | Biosolids |                    |            |        |
|     | Bis (2-Chloroisopropyl) Ether   | Biosolids |                    |            |        |
|     | Bis (2-Ethylhexyl) Phthalate    | Biosolids |                    |            |        |
|     | 4-Bromophenyl Phenyl Ether      | Biosolids |                    |            |        |
|     | Butylbenzyl Phthalate           | Biosolids |                    |            |        |
|     | 2-Chloronaphthalene             | Biosolids |                    |            |        |
|     | 4-Chlorophenyl Phenyl Ether     | Biosolids |                    |            |        |
|     | Chrysene                        | Biosolids |                    |            |        |
|     | Dibenzo (a,h) Anthracene        | Biosolids |                    |            |        |
|     | 1,2-Dichlorobenzene             | Biosolids |                    |            |        |
|     | 1,3-Dichlorobenzene             | Biosolids |                    |            |        |
|     | 1,4-Dichlorobenzene             | Biosolids |                    |            |        |
|     | 3,3'-Dichlorobenzidine          | Biosolids |                    |            |        |
|     | Diethyl Phthalate               | Biosolids |                    |            |        |
|     | Dimethyl Phthalate              | Biosolids |                    |            |        |
|     | Di-n-Butyl Phthalate            | Biosolids |                    |            |        |
|     | 2,4-Dinitrotoluene              | Biosolids |                    |            |        |
|     | 2,6-Dinitrotoluene              | Biosolids |                    |            |        |
|     | Di-n-Octyl Phthalate            | Biosolids |                    |            |        |
|     | 1,2-Diphenylhydrazine           | Biosolids |                    |            |        |
|     | Fluoranthene                    | Biosolids |                    |            |        |
|     | Fluorene                        | Biosolids |                    |            |        |
|     | Hexachlorobenzene               | Biosolids |                    |            |        |
|     | Hexachlorobutadiene             | Biosolids |                    |            |        |
|     | Hexachlorocyclopentadiene       | Biosolids |                    |            |        |
|     | Hexachloroethane                | Biosolids |                    |            |        |
|     | Indeno (1,2,3-cd) Pyrene        | Biosolids |                    |            |        |
|     | Isophorone                      | Biosolids |                    |            |        |
|     | Naphthalene                     | Biosolids |                    |            |        |
|     | Nitrobenzene                    | Biosolids |                    |            |        |
|     | N-Nitrosodimethylamine          | Biosolids |                    |            |        |
|     | N-Nitrosodi-N-Propylamine       | Biosolids |                    |            |        |
|     | N-Nitrosodiphenylamine          | Biosolids |                    |            |        |
|     | Phenanthrene                    | Biosolids |                    |            |        |
|     | Pyrene                          | Biosolids |                    |            |        |
|     | 1,2,4-Trichlorobenzene          | Biosolids |                    |            |        |

| No. | Parameters                                  | Matrix    | Estimated Quantity | Unit Price | Amount |
|-----|---|-----------|--------------------|------------|--------|
| 5   | <b>PESTICIDES METHOD 8081/8082</b>          |           | 5                  | 125        | 625    |
|     | Aldrin                                      | Biosolids |                    |            |        |
|     | Alpha BHC                                   | Biosolids |                    |            |        |
|     | Beta BHC                                    | Biosolids |                    |            |        |
|     | Delta BHC                                   | Biosolids |                    |            |        |
|     | Gamma BHC                                   | Biosolids |                    |            |        |
|     | Chlordane                                   | Biosolids |                    |            |        |
|     | 4, 4' - DDT                                 | Biosolids |                    |            |        |
|     | 4, 4' - DDE                                 | Biosolids |                    |            |        |
|     | 4, 4' - DDD                                 | Biosolids |                    |            |        |
|     | Dieldrin                                    | Biosolids |                    |            |        |
|     | Alpha Endosulfan                            | Biosolids |                    |            |        |
|     | Beta Endosulfan                             | Biosolids |                    |            |        |
|     | Endosulfan Sulfate                          | Biosolids |                    |            |        |
|     | Endrin                                      | Biosolids |                    |            |        |
|     | Endrin Aldehyde                             | Biosolids |                    |            |        |
|     | Heptachlor                                  | Biosolids |                    |            |        |
|     | Heptachlor Epoxide                          | Biosolids |                    |            |        |
|     | PCB 1018                                    | Biosolids |                    |            |        |
|     | PCB 1221                                    | Biosolids |                    |            |        |
|     | PCB 1232                                    | Biosolids |                    |            |        |
|     | PCB 1242                                    | Biosolids |                    |            |        |
|     | PCB 1248                                    | Biosolids |                    |            |        |
|     | PCB 1254                                    | Biosolids |                    |            |        |
|     | PCB 1260                                    | Biosolids |                    |            |        |
|     | Toxaphene                                   | Biosolids |                    |            |        |
| 6   | <b>ACID EXTRACTIBLES METHOD METHOD 8270</b> |           | 5                  | 125        | 625    |
|     | 2-Chlorophenol                              | Biosolids |                    |            |        |
|     | 2,4-Dichlorophenol                          | Biosolids |                    |            |        |
|     | 2,4-Dimethylphenol                          | Biosolids |                    |            |        |
|     | 2-Methyl-4,6-Dinitrophenol                  | Biosolids |                    |            |        |
|     | 2,4-Dinitrophenol                           | Biosolids |                    |            |        |
|     | 2-Nitrophenol                               | Biosolids |                    |            |        |
|     | 4-Nitrophenol                               | Biosolids |                    |            |        |
|     | 3-Methyl-4-Chlorophenol                     | Biosolids |                    |            |        |
|     | Pentachlorophenol                           | Biosolids |                    |            |        |
|     | Phenol                                      | Biosolids |                    |            |        |
|     | 2, 4, 6 - Trichlorophenol                   | Biosolids |                    |            |        |
| 7   | <b>INORGANICS SM 2540G</b>                  |           | 15                 | 20         | 300    |
|     | % Total Solids                              | Biosolids |                    |            |        |
|     | % Volatile Solids                           | Biosolids |                    |            |        |

GRAND TOTAL 3555

### ATTACHMENT M - BID ITEMS FOR BIOSOLIDS (ADEQ) - Babcock

| <u>No.</u> | <u>Parameters</u>                  | <u>Methods</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|------------------------------------|----------------|---------------------------|-------------------|---------------|
| <b>1</b>   | <b><u>METALS EPA 6010/6020</u></b> |                | <b>20</b>                 | <b>110</b>        | <b>2200</b>   |
|            | Arsenic                            | -              |                           |                   |               |
|            | Cadmium                            | -              |                           |                   |               |
|            | Total Chromium                     | -              |                           |                   |               |
|            | Copper                             | -              |                           |                   |               |
|            | Lead                               | -              |                           |                   |               |
|            | Molybdenum                         | -              |                           |                   |               |
|            | Nickel                             | -              |                           |                   |               |
|            | Potassium                          | -              |                           |                   |               |
|            | Selenium                           | -              |                           |                   |               |
|            | Zinc                               | -              |                           |                   |               |
|            | <b><u>METALS</u></b>               |                |                           |                   |               |
|            | Mercury                            | EPA 7471A      | 20                        | 30                | 600           |
| <b>2</b>   | <b><u>INORGANICS</u></b>           |                |                           |                   |               |
|            | Ammonia-Nitrogen                   | EPA 350.1      | 20                        | 40                | 800           |
|            | Nitrite-Nitrogen                   | SW 9056        | 20                        | 30                | 600           |
|            | Nitrate-Nitrogen                   | SW 9056        | 20                        | 30                | 600           |
|            | Total Phosphorous                  | EPA 365.1      | 20                        | 45                | 900           |
|            | Total Kjeldahl Nitrogen            | EPA 351.2      | 20                        | 45                | 900           |
| <b>3</b>   | <b><u>INORGANICS</u></b>           |                |                           |                   |               |
|            | % Total Solids                     | SM 2540        | 70                        | 15                | 1050          |
|            | % Volatile Solids                  | SM 2540        | 70                        | 15                | 1050          |

**GRAND TOTAL** 8700

**Note: All the analyses listed above MUST be run by an Arizona certified laboratory.**



**ATTACHMENT N - BID ITEMS FOR GRIT & SCREENING (CA  
Title 22 - CAM 17 METALS) - Babcock**

| <u>No.</u> | <u>Parameters</u>                    | <u>Matrix</u>             | <u>Estimated<br/>Quantity</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|--------------------------------------|---------------------------|-------------------------------|-------------------|---------------|
| <u>1</u>   | <u><b>METALS (EPA 6010/7400)</b></u> |                           | <u>2</u>                      | <u>121</u>        | <u>242</u>    |
|            | Antimony                             | Grit & Screening (Solids) |                               |                   |               |
|            | Arsenic                              | Grit & Screening (Solids) |                               |                   |               |
|            | Barium                               | Grit & Screening (Solids) |                               |                   |               |
|            | Beryllium                            | Grit & Screening (Solids) |                               |                   |               |
|            | Cadmium                              | Grit & Screening (Solids) |                               |                   |               |
|            | Chromium                             | Grit & Screening (Solids) |                               |                   |               |
|            | Cobalt                               | Grit & Screening (Solids) |                               |                   |               |
|            | Copper                               | Grit & Screening (Solids) |                               |                   |               |
|            | Lead                                 | Grit & Screening (Solids) |                               |                   |               |
|            | Mercury                              | Grit & Screening (Solids) |                               |                   |               |
|            | Molybdenum                           | Grit & Screening (Solids) |                               |                   |               |
|            | Nickel                               | Grit & Screening (Solids) |                               |                   |               |
|            | Selenium                             | Grit & Screening (Solids) |                               |                   |               |
|            | Silver                               | Grit & Screening (Solids) |                               |                   |               |
|            | Thallium                             | Grit & Screening (Solids) |                               |                   |               |
|            | Vanadium                             | Grit & Screening (Solids) |                               |                   |               |
|            | Zinc                                 | Grit & Screening (Solids) |                               |                   |               |
| <u>2</u>   | <u><b>INORGANICS SM 2540G</b></u>    |                           | <u>2</u>                      | <u>20</u>         | <u>40</u>     |
|            | % Total Solids                       | Grit & Screening (Solids) |                               |                   |               |
|            | % Total Volatile Solids              | Grit & Screening (Solids) |                               |                   |               |

**GRAND TOTAL 282**

**EXHIBIT “C”**

**KEY PERSONNEL**

(Attached)

42135 Winchester Road  
Temecula, CA 92590  
Contact: Mark Kaveney – 951-296-6900 Ext. 6972

### **Personnel**

**Brad Meadows, Allison Mackenzie and Paul Monroy** oversee the daily operations of ESB. The principals are experienced in all aspects of laboratory analysis, techniques, environmental regulations and business administration.

ESB understands that the key to successfully completing each project is by providing highly motivated and experienced personnel to the client. ESB empowers its employees to be decision-makers and to take responsibility and ownership of their work. To maintain this staff, and to continue keeping pace with advanced technologies of the changing environmental business, we place a high priority on training. Our goal is to demonstrate staff technical proficiency at all levels. This is accomplished through formal training programs, continuing education courses, and attendance at conferences and trade shows.

Listed below are key staff members and their years of service at ESB as well as their phone extension listing. The Project Manager and primary contact that will continue to be assigned to this contract is Ms. Amanda Porter, though **all ESB staff will be available to the City if needed in the course of services relevant to the contract.**

### **Key Staff with Corresponding Years of Lab Experience and Contact Numbers**

| <b><u>Staff Member Name</u></b> | <b><u>Position</u></b>  | <b><u>Years of Experience</u></b> | <b><u>Phone Extension</u></b> |
|---------------------------------|-------------------------|-----------------------------------|-------------------------------|
| Brad Meadows                    | Laboratory Tech. Dir.   | 26                                | 228                           |
| Allison Mackenzie               | President & CEO         | 36                                | 230                           |
| Paul Monroy                     | Lab Director            | 17                                | 264                           |
| Caroline Sangari                | Client Services Manager | 11                                | 259                           |
| Amanda Porter                   | Project Manager         | 17                                | 249                           |
| Taylor Cariaga                  | Business Development    | 5                                 | 240                           |
| Carol Kase                      | Bacteriology Manager    | 33                                | 260                           |
| Aurea Yogarajah                 | Inorganics Manager      | 24                                | 250                           |
| Lu Ann Thomas                   | Metals Manager          | 27                                | 239                           |
| Valerie Sierzchula              | Organics Manager        | 23                                | 241                           |
| Stacey Fry                      | QA Manager              | 22                                | 238                           |
| Julia Sudds                     | QA Auditor              | 22                                | 229                           |

**Subcontract Laboratories to be utilized for this project**

The subcontractors to be utilized for this contract are identified below.

ESB is certified by the California State Department of Health Services (ELAP) and the National Environmental Laboratory Accreditation Program (NELAP) to perform all of the analyses required for this contract and **all analyses will be performed at our only location in Riverside, California.** The following exceptions will be subcontracted to the California or Arizona approved laboratories listed below:

| <b><u>Laboratory</u></b>  | <b><u>Analysis to be subcontracted</u></b> |
|---|--|
| Maxxam Analytics<br>6740 Campobello Road<br>Mississauga, Ontario Canada L5N 2L8<br>650-631-7571<br>NELAP #02106CA   | Dioxins                                    |
| EMSL/LA Testing Labs<br>520 Mission Street<br>South Pasadena, CA 91030<br>626-568-4065<br>ELAP #2283  | Asbestos                                   |
| Transwest Analytical Services<br>dba XENCO Laboratories<br>3725 E. Atlanta Ave.<br>Phoenix, AZ 85040<br>602-437-0330<br>AZ Certification #s: AZ0757, AZ0758 | ADEQ Samples                               |