

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

BABCOCK LABORATORIES, INC.

[Laboratory Testing and Analytical Services; RFP No. 1794]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("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 Laboratory Testing and Analytical Services; RFP No. 1794 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 1, 2021, with the option of two (2) one-year extensions, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for an annual amount not to exceed \$596,591, with the total sum not to exceed One Million Seven Hundred and Eighty-Nine Thousand Seven Hundred and Seventy-Three Dollars (\$1,789,773), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Riverside Public Utilities/Water Operations
City of Riverside
Attn: Robin Glenney
2911 Adams Street
Riverside, CA 92504

To Consultant

Babcock Laboratories, Inc.
Attn: Allison Mackenzie
6100 Quail Valley Court
Riverside, CA 92507-0704

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

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

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

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

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

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

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

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

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

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

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

12. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in 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, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

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

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

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

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

33. **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:

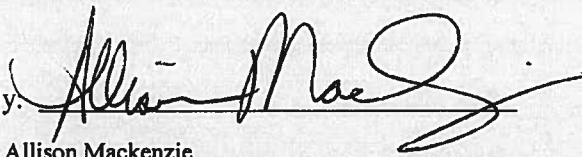
Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

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

BABCOCK LABORATORIES, INC.
a California corporation

By: _____
City Manager

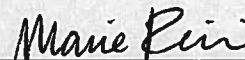
By: 
Allison Mackenzie

[Printed Name]
Chief Executive Officer

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
~~Assistant~~ Chief Financial Officer

By: 
Bradley Meadows

[Printed Name]
Vice President & Laboratory Director

[Title]

Approved as to Form:

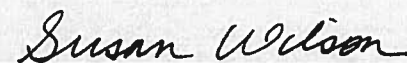
By: 
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The City of Riverside is seeking a full service Laboratory to analyze raw and treated water based on State Water Resources Control Board – Division of Drinking Water (DDW), California Code of Regulations Title 22, Environmental Protection Agency (EPA), and Regional Water Quality Control Board regulations. The City of Riverside serves over 300,000 people with approximately forty-seven (47) Groundwater Wells and five (5) Groundwater Under the Influence of Surface Water Wells (GWUDI), six (6) treatment plants and a blending program to ensure that the water meets all State and Federal regulations. The city also operates and maintains Non-Potable wells and two canals. Due to the complexity of the system, a quick Turn Around Time (TAT) is imperative; some samples require three (3) day rushes. A standing rush TAT towards the end of the month to ensure data is available for final reporting to DDW by the 10th of the following Month will also be required.

A Full Service Laboratory will offer the following services. An assigned Project Manager. Sample kits including pre-labeled bottles in coolers with ice packs. A sampling technician to collect distribution Field Free Chlorine, Field Temperature, Field pH and Bacteriological samples Weekly on Monday, Tuesday if Monday falls on a Holiday, average time about 4.5 hours. See Exhibit E for list of sample sites and locations. Laboratory must maintain a Sample Drop off time Monday – Friday until 4:00 p.m., Weekends and Holidays until noon. Entry of all field data from Chain of Custody forms (COC) into Laboratory Information Management System (LIMS), and included in the final report and Electronic Data Deliverables (EDDs). Delivery of final report and invoice in PDF format via email, WaterTrax uploads, possible future CSV EDDs, and a secure client portal to LIMS. Electronic Data Transfer (EDT) to the State Database when applicable. Laboratory shall ensure all Data is properly transferred to EDD and EDT formats. Provide a daily email including all preliminary hits over the DLR.

The City of Riverside is an innovative workplace. In addition to the services listed, we would like to collaborate with a Laboratory to drive towards possible paperless COC's, sample barcoding and other streamlining functions.

The City's Project Manager and/or Microbiology staff should work quickly to learn Historical Values and notify the appropriate personnel whenever a sample is positive for total coliform, positive for E. coli, a Heterotrophic Plate Count over 200 CFU, and/or MCL Exceedance for 7th and Chicago compliance samples.

In addition to Routine samples this Laboratory RFP will include Long Term 2 Enhanced Surface Water Treatment Rule (LT2) testing for a GWUDI that was offline during the LT2 monitoring period, Fourth Unregulated Contaminant Monitoring Rule (UCMR4) sampling, and School Lead Testing per AB-746 . Estimated number of samples included in the Routine section include Potable Wells, Non-Potable Wells, Monitoring Wells, Canal, Treatment, Distribution and Storm Water samples.

If there is a need to resample due to an error on behalf of the Laboratory, QA/QC, analyses not performed within holding time, sample misplaced or container broken, the resample shall be done expediently and at no charge to the City.

EXHIBIT "B"
COMPENSATION

City of Riverside RFP 1794 Fee Schedule

Routine Monitoring (annual estimate, actuals can be more or less)

Analysis	Method	Qty.	Price	Total
Cl Residual (Field)	Provided on COC	6072	N/C	\$ -
pH (Field)	Provided on COC	6072	N/C	\$ -
Temperature (Field)	Provided on COC	6072	N/C	\$ -
Cl Residual (Field)	Collected by Lab	728	N/C	\$ -
pH (Field)	Collected by Lab	728	N/C	\$ -
Temperature (Field)	Collected by Lab	728	N/C	\$ -
Bacti (P/A)	SM 9223B	6400	\$ 6.50	\$ 41,600.00
Bacti (Quantitray)	SM 9223B	440	\$ 15.00	\$ 6,600.00
Heterotrophic Plate Count (HPC)	SM 9215B	6800	\$ 4.75	\$ 32,300.00
EDB/DBCP	EPA 504	480	\$ 44.00	\$ 21,120.00
EDB/DBCP 3 day RUSH (include Rush Charge)	EPA 504	840	\$ 66.00	\$ 55,440.00
VOCs	EPA 524	500	\$ 50.00	\$ 25,000.00
VOC - PCE & TCE Only 3 day RUSH (include Rush Charge)	EPA 524	1000	\$ 66.00	\$ 66,000.00
1,2,3-TCP	EPA 524-M	1100	\$ 46.00	\$ 50,600.00
Total Trihalomethanes	EPA 524	48	\$ 36.00	\$ 1,728.00
Haloacetic Acid	EPA 551	48	\$ 64.00	\$ 3,072.00
Total Organic Carbon (TOC)	SM 5310B	48	\$ 34.00	\$ 1,632.00
Nitrate (NO3-N)	EPA 300.0	920	\$ 8.50	\$ 7,820.00
Nitrite (NO2-N)	EPA 300.0	1	\$ 15.00	\$ 15.00
Low Level Perchlorate	EPA 332	2000	\$ 24.00	\$ 48,000.00
Low Level Perchlorate 3 Day RUSH (include RUSH charge)	EPA 332	650	\$ 36.00	\$ 23,400.00
Perchlorate (DLR of 4)	EPA 314	10	\$ 24.00	\$ 240.00
Hexavalent Chromium (Cr6)	EPA 218.7	60	\$ 44.00	\$ 2,640.00
Arsenic	EPA 200.8	25	\$ 9.00	\$ 225.00
Iron & Manganese	EPA 200.7	105	\$ 18.00	\$ 1,890.00
Lead & Copper	EPA 200.8	60	\$ 18.00	\$ 1,080.00
School Lead Testing	EPA 200.8	300	\$ 10.00	\$ 3,000.00
pH	SM 4500H +B	4	\$ 15.00	\$ 60.00
General Mineral	Various	180	\$ 79.00	\$ 14,220.00
Inorganic Chemical	Various	180	\$ 75.00	\$ 13,500.00
General Physical (Color, Odor, Turbidity)	Various	620	\$ 10.00	\$ 6,200.00
Total Dissolved Solids (TDS)	SM 2540G	80	\$ 9.75	\$ 780.00
Pesticides	EPA 505	45	\$ 98.00	\$ 4,410.00
Herbicides	EPA 515.3	45	\$ 110.00	\$ 4,950.00
Regulated SOCs	EPA 525.2	55	\$ 140.00	\$ 7,700.00
Atrazine & Simazine only	EPA 525	2	\$ 148.00	\$ 296.00
Carbamates	EPA 531	45	\$ 100.00	\$ 4,500.00
Glyphosate	EPA 547	45	\$ 100.00	\$ 4,500.00
Endothall	EPA 548	45	\$ 100.00	\$ 4,500.00
Dioxin	EPA 1613	45	\$ 230.00	\$ 10,350.00
Diquat	EPA 549	45	\$ 125.00	\$ 5,625.00
Asbestos		50	\$ 200.00	\$ 10,000.00
Gross Alpha	SM 7110C	252	\$ 35.00	\$ 8,820.00
Gross Alpha 5 day RUSH (include Rush Charge)	SM 7110C	48	\$ 105.00	\$ 5,040.00
Uranium	EPA 200.8	300	\$ 24.00	\$ 7,200.00
Radium 226	EPA 903.0	45	\$ 100.00	\$ 4,500.00
Radium 228	EPA Ra-05	45	\$ 150.00	\$ 6,750.00

City of Riverside RFP 1794 Fee Schedule

Radon	SM 7500-Rn	4	\$ 30.00	\$ 120.00
Acrolein & Acrylonitrile	EPA 624	54	\$ 75.00	\$ 4,050.00
Total Inorganic Nitrogen (TIN)	Various	4	\$ 34.00	\$ 136.00
Total Suspended Solids (TSS)	SM 2540G	4	\$ 15.00	\$ 60.00
97-005 list*	Various	8	\$ 3,997.00	\$ 31,976.00
Anions	Various	60	\$ 40.00	\$ 2,400.00
Nitrosamines	EPA 521	55	\$ 250.00	\$ 13,750.00
			Total	\$ 569,795.00

*See attached 97-005 list and include pricing for all analyses

LT2

Analysis	Method	Qty.	Price	Total
LT2 Cryptosporidium	EPA 1622	24	\$ 400.00	\$ 9,600.00
LT2 E. Coli	SM 9223B	24	\$ 6.00	\$ 144.00
LT2 Turbidity	SM 2130B	24	\$ 8.00	\$ 192.00
			Total	\$ 9,936.00

UCMR4 (see attached schedule)

Analysis	Method	Qty.	Price	Total
Cyanotoxins	EPA 546	8	\$ 95.00	\$ 760.00
Cyanotoxins	EPA 544	8	\$ 124.00	\$ 992.00
Cyanotoxins	EPA 545	8	\$ 175.00	\$ 1,400.00
Germanium	EPA 200.8	4	\$ 14.00	\$ 56.00
Manganese	EPA 200.8	4	\$ 14.00	\$ 56.00
Pesticides	EPA 525.3	4	\$ 179.00	\$ 716.00
HAA5	EPA 552.3 or 557	48	\$ 30.00	\$ 1,440.00
HAA6Br	EPA 552.3 or 557	48	\$ 30.00	\$ 1,440.00
HAA9	EPA 552.3 or 557	48	\$ 30.00	\$ 1,440.00
Alcohols	EPA 541	4	\$ 150.00	\$ 600.00
SOCs	EPA 530	4	\$ 150.00	\$ 600.00
TOC	SM 5310	20	\$ 24.00	\$ 480.00
Bromide	EPA 300	20	\$ 19.00	\$ 380.00
			Total	\$ 10,360.00

Turn Around Time (TAT)	Rush Surcharge (Multiplier)	
Routine TAT	0	
5 Day Rush	1.25	25%
3 Day Rush	1.5	50%
2 Day Rush	2	100%
1 Day Rush	3	200%
Same Day Rush	4	300%

Miscellaneous Fees

Description	Qty	Price	Total
Prelabeled bottles in cooler with icepacks	1	N/C	\$ -
Sample Pick Up	1	N/C	\$ -
Sample Bottle Delivery	1	N/C	\$ -
Sampling Fee 4.5 Hours Weekly (Exhibit E)	52	\$ 125.00	\$ 6,500.00
Babcock Client Online Data Access Training & Tutorial	as needed	N/C	\$ -
Custom On-Site 3-4 hour training seminars (see Innovation)	2	N/C	\$ -
Attendance for two individuals at Babcock TEAM events and workshops	4	N/C	\$ -

City of Riverside RFP 1794 Fee Schedule

Babcock In-house IT support hourly rate	No charge for first 10 hours	\$ 175.00	\$ -
Outside IT support hourly rate	Billed at rate + 10%		\$ -

Total \$ 6,500.00

Grand Total \$ 596,591.00

N/C = No additional Charge

EXHIBIT "C"

KEY PERSONNEL

CUSTOMER SERVICE

Director of Client Services – Cathy Iijima

Ms. Cathy Iijima holds a B.A. from the University of California, Riverside (UCR) and has over 30 years of experience in the environmental laboratory business working for Babcock Labs. Ms. Iijima oversees and assists in project coordination, develops and maintains functions of CRM and LIMS databases, and coordinates with field staff to set up sampling schedules. Ms. Iijima participates in Business Development, assisting staff with price quotations, marketing materials, as well as coordinating client training programs, such as Babcock Labs' UCMR 4 and Drinking Water Workshops. She is well versed in customer service and works with the Project Management team to successfully implement a variety of client projects.

Contact: Cathy Iijima, Director of Client Services

Phone: 951-653-3351 x235

Email: cijijima@babcocklabs.com

Customer Service & Field Department Manager – Caroline Sangari

Ms. Caroline Sangari holds a B.S. degree from the University of Nevada, Las Vegas (UNLV). She has 17 years of laboratory experience, including time spent in the roles of customer service manager, lab manager, chemist, microbiologist, project manager, and analyst. Her experience managing client services personnel enables Babcock Labs to maintain focus on technical excellence on a daily basis. As the Customer Service & Field Department Manager, Ms. Sangari is responsible for overseeing the departments of Project Management, Sample Receiving, and Field Services. Ms. Sangari ensures that client needs are satisfied by overseeing the coordination of departments and developing and implementing process improvements.

Contact: Caroline Sangari, Customer Service & Field Department Manager

Phone: 951-653-3351 x259

Email: csangari@babcocklabs.com

UCMR Project Director – Susann Thomas

Ms. Susann Thomas holds a B.S. degree from California State Polytechnic University, Pomona (Cal Poly Pomona). She has 30 years of experience in the environmental laboratory testing business working for Babcock Labs. Ms. Thomas has expertise in environmental analytical chemistry, specializing in the areas of trace metals, wet chemistry, chromatography, quality assurance, laboratory operations, and employee management. As UCMR Project Director, Ms. Thomas oversees UCMR project coordination, UCMR 4 method compliance, project/sample status monitoring, and final reports and deliverables. She supervises and approves all data uploaded to the Safe Drinking Water Accession & Review System (SDWARS 4) via the Central Data Exchange (CDX). She also ensures that all samples are analyzed and reported according to UCMR 4 requirements.

Ms. Thomas has served as Babcock Labs' UCMR Project Director since 2012 and has been instrumental in ensuring the method development, certification, and adherence to program requirements for UCMR 3 and UCMR 4, as well as management of the UCMR 3 EPA small systems contract. As the UCMR Project Director Ms. Thomas' duties include: setting up the initial UCMR system including LIMs, documentation flow, and staffing; ensuring proper certification and adherence to method and UCMR requirements; creation and validation of data deliverables; quality control monitoring; communication with the EPA regarding sampling/QC issues and technical direction; compiling weekly and monthly reports; monitoring sample holding time and due dates; ensuring proper training of staff. Working directly with the EPA, Ms. Thomas also played an integral role in the development of UCMR4 methods, reporting limits, and certification.

Contact: Susann Thomas, UCMR Project Director

Phone: 951-653-3351 x277

Email: sthamas@babcocklabs.com

Field Department Supervisor – Omar Sosa

Mr. Omar Sosa began working for Babcock Labs in 2012. He has received detailed training from seasoned environmental field technician veterans with Water Distribution Operator and Water Treatment Operator training in the protocols of sampling, preservation, hold-times, maintenance of chain of custody records, and the proper documentation of the sample collection process. He adheres to all safety and sampling SOPs, which are informed by AWWA, State, and Federal regulatory requirements. He also performs various analytical tests in the field such as chlorine residual, pH, and temperature.

As Field Services Supervisor, Mr. Omar oversees Babcock Labs' in-house department of field technicians. He is responsible for coordinating sampling schedules and ensuring prompt and satisfactory client service.

Contact: Omar Sosa, Field Department Supervisor

Phone: 951-653-3351 x244

Email: ososa@babcocklabs.com

Field Technician – Robert D'Alessandro

Mr. Robert D'Alessandro joined the Babcock Labs team in 2017. In addition to the extensive training that he has received as part of Babcock Labs' field training program, Mr. D'Alessandro also holds his Grade 2 Water Treatment Operator Certification (Operator #40170) and Grade 2 Water Distribution Operator Certification (Operator #48031). As a Field Technician, Mr. D'Alessandro collects and transports raw and treated water samples on a daily basis, adhering to all safety and sampling SOPs, which are informed by AWWA, State, and Federal regulatory requirements.

Mr. D'Alessandro can be contacted through his Supervisor, Mr. Omar Sosa.

Project Manager – Kayelani Deener

Ms. Kayelani Deener holds an A.A. degree from Chaffey Community College. She has eight years of experience in the environmental laboratory business working for Babcock Labs, all of which have been spent in a customer service role. Ms. Deener has specific expertise in sample receiving and project management. As a Project Manager, Ms. Deener is responsible for overall project performance. She will serve as the primary contact to the City, coordinating all aspects of service, including project specific requirements, field and courier services, reporting, sample analyses, and questions or other customer service needs.

Contact: Kayelani Deener, Project Manager

Phone: 951-653-3351 x263

Email: kdeener@babcocklabs.com

LABORATORY MANAGEMENT

Quality Assurance Manager – Stacey Fry

Ms. Stacey Fry received her B.S. from the University of California, Riverside (UCR). Ms. Fry has 23 years of experience in quality assurance/quality control, laboratory accreditation, ISO17025 Standards, conformity assessment, operations management, client project deliverables, and analytical methods. Her duties include overseeing the lab's Quality Assurance program including the Quality Systems and Management Systems, maintaining NELAP, ELAP and ISO 17025 certification and other certifications. She is an active member of the National Environmental Laboratory Accreditation Council (NELAC) Institute and serves on several subcommittees, including the Performance Testing Board Sub-committee and the NELAC Institute Quality Manual Template Committee.

As Quality Assurance Manager, Ms. Fry is responsible for maintaining the organization's Ethics and Data Integrity Program and providing Ethics training for all staff. She is also responsible for ensuring adherence to all company policies and procedures regarding QA document control, personnel training, corrective action, SOPs, internal audits, client complaints or inquiries, and performance testing. Additionally, Ms. Fry is responsible for overseeing new hire training of all staff.

Contact: Stacey Fry, QA Manager

Phone: 951-653-3351 x238

Email: sfry@babcocklabs.com

Inorganics Department Manager – Julia Sudds

Ms. Julia Sudds holds a B.A. degree from California State University, San Bernardino (CSUSB). She has 24 years of experience in laboratory operations supervision, quality assurance/quality control management, ISO 17025 Standards, internal/external audit and root cause analysis, employee development, and analytical methods. As the Inorganics Department Manager, Ms.

Sudds is responsible for overseeing the daily operations of the Department, which consists of wet chemistry, ion chromatography, and metals chemistry.

Contact: Julia Sudds, Inorganics Department Manager

Phone: 951-653-3351 x229

Email: jsudds@babcocklabs.com

Organics Department Manager – Valerie Sierzchula

Ms. Valerie Sierzchula holds a B.A. from California State University, Fullerton (CSUF). Ms. Sierzchula has 25 years of laboratory experience in operations management with an emphasis in volatile and semi-volatile organics analyses. Her skills include client data deliverables, quality control, and methods for the determination of trace organic constituents. As Organics Department Manager, Ms. Sierzchula is responsible for overseeing the daily operations of the Organics Department, which consist of semi-volatile and volatile organics analyses.

Contact: Valerie Sierzchula, Organics Department Manager

Phone: 951-653-3351 x241

Email: vsierzchula@babcocklabs.com

Senior Chemist – Justin Reed

Mr. Justin Reed holds dual B.S. degrees from the University of California, Santa Barbara (UCSB) in Chemistry and Environmental Studies. Additionally, Mr. Reed holds a Geographic Information Systems (GIS) certificate from San Bernardino Valley College. He has 10 years of laboratory experience, the majority of which have been spent in the field of environmental chemistry analysis. Mr. Reed has played an integral role in Babcock Labs' UCMR 4 method development and has 4 years of experience with the UCMR program. As the Senior Organics Chemist, Mr. Reed is responsible for performing and overseeing the performance of UCMR 4 analyses (AM lists 1-3).

Mr. Reed can be contacted through his Manager, Ms. Valerie Sierzchula.

Microbiology Department Manager – Carol Kase

Ms. Carol Kase holds a B.S. in Biology from the University of California, Riverside (UCR) and an A.S. in Chemistry from San Bernardino Valley College. She has 34 years of experience in the environmental laboratory testing business working for Babcock Labs. Specifically, Ms. Kase's expertise is in the area of microbiological determinations. As Microbiology Department Manager, Ms. Kase is responsible for the analysis of drinking water, wastewater, soil and sludge to determine the presence and densities of coliform bacteria, fecal coliform, *E. coli*, fecal streptococcus, enterococcus, pseudomonas, HACH BART analysis and the speciation of coliform bacteria. In addition to her knowledge of data and LIMS systems, she is proficient with the use of 3M Petrifim for the analysis of APC, total coliform, generic *E. coli*, *Staphylococcus aureus*, yeast and mold in food products. Ms. Kase has been trained in basic food microbiology

and operation of mini-Vidas ELFA assay instrumentation for the detection of Salmonella, Listeria and E. coli 0147:H7.

In her role as department manager, Ms. Kase is in constant contact with State and County Health Departments, municipalities, local water companies and private customers providing time-sensitive bacteriological results. Ms. Kase has developed an excellent reputation for her professionalism and outstanding performance, and has been frequently requested by the Riverside County Health Department, San Diego State Health Department and the Southern California Coastal Water Research Project to handle special projects.

Contact: Carol Kase, Microbiology Department Manager

Phone: 951-653-3351 x260

Email: ckase@babcocklabs.com

CORPORATE OFFICERS

President & Chief Executive Officer – Allison Mackenzie

Ms. Allison Mackenzie holds a B.A. from the University of California, Riverside (UCR). She has over 39 years of experience in the environmental laboratory business working for Babcock Labs. Of those years, 23 were spent in the role of Vice President and General Manager and 8 were spent in analytical method development for both inorganic and organic determinations in drinking water and wastewater. She is an advocate for high ethical standards and quality in the testing industry, and currently serves as a member on the Environmental Laboratory Technical Advisory Committee (ELTAC) to the California State Water Boards' Environmental Laboratory Accreditation Program (CA ELAP).

As CEO, Ms. Mackenzie is responsible for policy objectives and strategy for the operation and expansion of the business, including the development of operating budgets, sales and profitability targets, product development, quality assurance, and the development and retention of customer relationships.

Contact: Allison Mackenzie, CEO

Phone: 951-653-3351 x230

Email: amackenzie@babcocklabs.com

Laboratory Director & Vice President – Brad Meadows

Mr. Brad Meadows holds a B.S. and an M.A. degree from the California State University, Fresno (Fresno State). He has 29 years of experience in laboratory management, operations management, quality assurance, analytical methods, IT, and database design.

At the operational level, Mr. Meadows' has a strong background in ISO-based Quality Systems and Laboratory Information Management Systems (LIMS). He has operated most equipment in the laboratory and is well-versed on the methods utilized in the environmental laboratory community. Mr. Meadows' knowledge of these test methods also extends significantly into the

regulatory side of the environmental industry. He is particularly well-versed on the applicability of test methods to regulatory programs, including the US EPA's UCMR Program, and serves as a resource to both clients and staff on regulatory matters. At the executive level, Mr. Meadows provides input on strategic direction to corporate executive management.

As Laboratory Director & Vice President, Mr. Meadows is responsible for overseeing all laboratory operations, as well as for the promotion of a culture of quality, customer service, and timely delivery of laboratory services. He is particularly focused on operational efficiencies, equipment investment, and quality improvements that enhance the services Babcock Labs provides its clients. Mr. Meadows currently serves on the US EPA Environmental Laboratory Advisory Board (ELAB) and the board of the Environmental Sciences Section (ESS) of the American Council of Independent Laboratories (ACIL).

Contact: Brad Meadows, Lab Director & VP

Phone: 951-653-3351 x228

Email: bmeadows@babcocklabs.com

Chief Financial Officer – Tiffany Gomez

Ms. Tiffany Gomez holds a B.A. from the University of California, Irvine (UCI) and an M.S. from Texas A&M University. She has over 15 years of experience in human resources, risk management, safety, finance, and accounting. As CFO, Ms. Gomez plays a vital role in the leadership of the company. She is responsible for leading the company's corporate financial and staff organization, which includes accounting, treasury, banking relationships, tax, risk management, and Human Resources. In addition, Ms. Gomez works closely with the CEO and Lab Director & VP to assist in the development and execution of the company vision, corporate strategy, and business plans.

Contact: Tiffany Gomez, CFO

Phone: 951-653-3351 x234

Email: tgomez@babcocklabs.com

SUBCONTRACTOR INFORMATION

Proposed Subcontract Laboratory	Proposed Analyses for Subcontract	Working Relationship
FGL Environmental	Gross Alpha, Radium 226, Radium 228, Radon	35+ years
EMSL Analytical	Asbestos	20+ years
North Coast Laboratories	Diquat	20+ years
Maxxam Analytics	Dioxin	10 years
Biovir Laboratories	LT2 Cryptosporidium	15 years
Weck Laboratories	Nitrosamines, Explosives, Ethylene Glycol, Formaldehyde	20+ years
Exova	95-007 Organic Solvents	15 years
GEL Laboratoires	95-007 Radiological	1 year