

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

BABCOCK LABORATORIES, INC.

Riverside Regional Water Quality Control Plant Inorganic and Organic Chemical Analyses

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and BABCOCK LABORATORIES, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Riverside Regional Water Quality Control Plant Inorganic and Organic Chemical Analyses (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2026, 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 One Hundred Sixty-Seven Thousand Four Hundred Seventy Dollars (\$167,470), 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 Department
City of Riverside
Attn: Inge Tunggal djaja
3900 Main Street
Riverside, CA 92522

To Consultant

Babcock Laboratories,
Inc. Attn: Cathy Iijima
P. O. Box 432
Riverside, CA 92502

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

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

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

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

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

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

11. **Indemnification.**

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

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

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

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

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

11.4 Defense Obligation For Other Than Design Professional Liability.

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

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

12. Insurance.

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

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

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

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

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

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

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

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

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

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

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

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

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

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

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

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

33. **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

BABCOCK LABORATORIES, INC., a California corporation

By: _____
City Manager

By: Tiffany Gomez
Print Name: Tiffany Gomez
Title: President
(Signature of Board Chair, President, or Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Allison Mackenzie
Allison Mackenzie (May 17, 2023 14:04 PDT)
Print Name: Allison Mackenzie
Title: Executive Vice President
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

By: Kristie Thomas
Chief Financial Officer

Approved as to Form:

By: Anthony L. Beaumon
anthony.beaumon (May 18, 2023 16:56 PDT)
Anthony L. Beaumon
Senior Deputy City Attorney

Exhibit A

Scope of Work

As Per RFP 2257

The City of Riverside is seeking a qualified entity or individual to provide inorganic and organic chemical analyses for the City of Riverside's wastewater, receiving water, grit and screenings, industrial discharge, and biosolids samples. The thirty-six (36) month contract period shall include the analyses of fifteen (15) annual EPA Priority Pollutants (as listed in Attachment "G"); six (6) for biosolids, three (3) each for Plant influent and final effluent wastewater samples and three (3) for receiving water samples as required by the California Regional Water Quality Control Board, Santa Ana Region under Order No. R8-2013-0016.

This order implements federal regulations specified in 40 CFR 122, 123, 124, and 501 and contains requirements for the implementation of an effective pretreatment program pursuant to Section 307 of the Federal Clean Water Act; Parts 35 and 403 of Title 40, Code of Federal Regulations (40 CFR 35 and 40 CFR 403); and Section 2233, Title 23, California Code of Regulations.

Exhibit B

Compensation

- **Three years contract not to exceed \$167,470**

ATTACHMENT K – Bid Items for Wastewater and Receiving Water

<u>No.</u>	<u>Parameters</u>	<u>METHODS</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>1</u>	Biochemical Oxygen Demand	SM5210B	50	40	2000
<u>2</u>	Chemical Oxygen Demand	SM5220D	100	25	2500
<u>3</u>	Total Organic Carbon (TOC)	SM 5310 B	100	30	3000
<u>4</u>	Dissolved TOC	SM 5310 B	50	30	1500
<u>5</u>	Total Coliform	SM 9221 B,C	100	25	2500
<u>6</u>	Fecal Coliform	SM 9221 C,E	100	5	500
<u>7</u>	Total Suspended Solids	SM 2540 D	100	12	1200
<u>8</u>	Carbonate Alkalinity	SM 2320 B	50	10	500
<u>9</u>	Total Dissolved Solids	SM 2540 C	200	12	2400
<u>10</u>	<u>TDS by Summation</u>	<u>Calculation</u>	<u>200</u>	<u>100</u>	20000
<u>110</u>	Total Organic Carbon	SM 5310 B	200	30	6000
<u>121</u>	Ammonia Nitrogen	SM4500NH3HG	400	10	4000
<u>132</u>	Total Kjeldahl Nitrogen	EPA 351.2	100	25	2500
<u>143</u>	Nitrate Nitrogen	EPA 300.0	400	10	4000
<u>154</u>	Nitrite Nitrogen	EPA 300.0	400	10	4000
<u>165</u>	Chloride	EPA 300.0	100	10	1000
<u>176</u>	Fluoride	EPA 300.0	100	10	1000
<u>187</u>	Phosphate	EPA 300.0	100	10	1000
<u>198</u>	Sulfate	EPA 300.0	100	10	1000
<u>2019</u>	Aluminum	EPA 200.7	50	10	500
<u>210</u>	Antimony	EPA 200.8	50	10	500
<u>221</u>	Arsenic	EPA 200.8	50	10	500
<u>232</u>	Barium	EPA 200.8	50	10	500
<u>243</u>	Beryllium	EPA 200.8	100	10	1000
<u>254</u>	Boron	EPA 200.8	50	10	500
<u>265</u>	Cadmium	EPA 200.8	150	10	1500
<u>276</u>	Dissolved Cadmium	EPA 200.8	50	10	500
<u>287</u>	Calcium	EPA 200.7	100	10	1000
<u>298</u>	Chromium III	Calculation	25	0	0
<u>3029</u>	Chromium VI	EPA 218.6	25	35	875
<u>310</u>	Total Chromium	EPA 200.8	100	10	1000
<u>321</u>	Cobalt	EPA 200.8	50	10	500
<u>332</u>	Copper	EPA 200.8	200	10	2000
<u>343</u>	Dissolved Copper	EPA 200.8	50	10	500
<u>354</u>	Iron	EPA 200.7	100	10	1000
<u>365</u>	Lead	EPA 200.8	200	10	2000
<u>376</u>	Dissolved Lead	EPA 200.8	50	10	500
<u>387</u>	Magnesium	EPA 200.7	100	10	1000

<u>398</u>	Manganese	EPA 200.8	100	10	1000
<u>4039</u>	Mercury	SM 3112B	100	20	2000
<u>410</u>	Mercury (Low Level)	EPA 1631B	50	150	7500
<u>421</u>	Nickel	EPA 200.8	200	10	2000
<u>432</u>	Potassium	EPA 200.7	200	10	2000
<u>443</u>	Selenium	EPA 200.8	200	10	2000
<u>454</u>	Silica	EPA 200.8	20	10	200
<u>465</u>	Silver	EPA 200.8	200	10	2000
<u>476</u>	Sodium	EPA 200.7	250	10	2500
<u>487</u>	Thallium	EPA 200.8	50	10	500
<u>498</u>	Total Hardness	Calculation	100	20	2000
<u>5049</u>	Zinc	EPA 200.8	200	20	4000
<u>510</u>	Cyanide (Total)	SM 4500CN E	200	35	7000
<u>52</u>	Flashpoint	EPA 1010B	<u>10</u>	<u>60</u>	600
<u>531</u>	<u>MISCELLANEOUS</u>				
	Cyanide (Total) or Amenable Cyanide	SM 4500CN E	10	35	350
	Asbestos (not required unless requested)	-	-		
	2,3,7,8-Tetrachlorodibenzo-P-Dioxin (TCDD)	EPA 1613B	10	450	4500
	PFAS	SW846 8327 / CWA 1633	10	350	3500
<u>542</u>	<u>VOLATILE ORGANICS METHOD 624</u>		10	125	1250
	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			
553	<u>BASE/NEUTRAL EXTRACTIBLESMETHOD 625</u>		10	150	1500
	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-Dipenylhydrazine	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			
564	<u>PESTICIDES METHOD 608</u>		10	125	1250
	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			

<u>575</u>	ACID EXTRACTIBLES METHOD 625 or 604		10	125	1250
	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			
<u>56</u>	Chloroform	EPA 624	25	75	1875
<u>57</u>	Phenolic Compounds	EPA 420.1	25	35	875
<u>58</u>	Oil and Grease	EPA 1664B	150	40	6000
<u>59</u>	MTBE	EPA 624/8260	10	75	750
<u>60</u>	BTEX	EPA 624/8260	10	75	750
<u>61</u>	Total Organic Halides (TOX)	EPA 9020B	30	150	4500
<u>62</u>	Ethylene Glycol	EPA 8015B	30	150	4500

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ATTACHMENT M – Bid Items for Biosolids -(ADEQ)

<u>No.</u>	<u>Parameters</u>	<u>Methods</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>1</u>	<u>METALS EPA 6010/6020</u>		20	<u>150</u>	<u>3000</u>
	Arsenic	-			
	Cadmium	-			
	Total Chromium	-			
	Copper	-			
	Lead	-			
	Molybdenum	-			
	Nickel	-			
	Potassium	-			
	Selenium	-			
	Zinc	-			
	<u>METALS</u>				
	Mercury	EPA 7471A	20	35	<u>700</u>
<u>2</u>	<u>INORGANICS</u>				
	Ammonia-Nitrogen	EPA 350.1	20	42	<u>840</u>
	Nitrite-Nitrogen	SW 9056	20	25	<u>500</u>
	Nitrate-Nitrogen	SW 9056	20	25	<u>500</u>
	Total Phosphorous	EPA 365.1	20	42	<u>840</u>
	Total Kjeldahl Nitrogen	EPA 351.2	20	42	<u>840</u>
<u>3</u>	<u>INORGANICS</u>				
	% Total Solids	SM 2540	70	30	<u>2100</u>
	% Volatile Solids	SM 2540	70	30	<u>2100</u>

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

ATTACHMENT L – Bid Items for Biosolids-(NPDES)

<u>No.</u>	<u>Parameters</u>	<u>Matrix</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>1</u>	<u>METALS</u> <u>METHOD</u> <u>6010/6020</u>	Biosolids	5	<u>325</u>	<u>1625</u>
	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			
<u>2</u>	<u>MISCELLANEOUS</u>				
	Cyanide (Total)	Biosolids	5	40	200
	Asbestos (not required unless requested)	Biosolids	-		
	2,3,7,8- Tetrachlorodi benzo-P- Dioxin (TCDD)	Biosolids	5	500	2500
	PFAS	Biosolids	<u>10</u>	<u>375</u>	3750
<u>3</u>	<u>VOLATILE ORGANICS</u> <u>METHOD 8260/621</u>		5	135	675
	Acrolein	Biosolids			
	Acrylonitrile	Biosolids			
	Benzene	Biosolids			
	Bromoform	Biosolids			
	Carbon Tetrachloride	Biosolids			
	Chlorobenze ne	Biosolids			
	Chlorodibro momethane	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			
<u>4</u>	EXTRACTIBLES METHOD 8270		5	175	875
	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 (1,2,3cd) 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			
<u>5</u>	<u>PESTICIDES METHOD 8081/8082</u>		5	135	675
	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 1016	Biosolids			
	PCB 1221	Biosolids			
	PCB 1232	Biosolids			
	PCB 1242	Biosolids			
	PCB 1248	Biosolids			
	PCB 1254	Biosolids			
	PCB 1260	Biosolids			
	Toxaphene	Biosolids			
<u>6</u>	<u>ACID EXTRACTIBLES METHOD METHOD 8270</u>		5	135	675
	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			
<u>7</u>	<u>INORGANICS SM 2540G</u>		15	30	450
	% Total Solids	Biosolids			
	% Volatile Solids	Biosolids			

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Exhibit C
Key Personnel

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