

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of laboratory services ("Agreement") is made and entered in this 6th day of August, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Babcock Laboratories, Inc. ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform laboratory services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Chris Boatman, Municipal Utilities and Engineering Interim Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall perform and complete the Services in a prompt and diligent manner. The Services shall commence immediately after the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Ten Thousand Dollars (\$210,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Ten Thousand Dollars (\$210,000) for the first extended Term; and Two Hundred Ten Thousand Dollars (\$210,000) for the second extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Six Hundred Thirty Thousand Dollars (\$630,000). For the Initial Term and each Renewal Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," entitled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

Contractor
Allison Mackenzie, President CEO
Babcock Laboratories, Inc.
6100 Quail Valley Ct.
Riverside, CA 92507
info@babcocklabs.com
(951) 653-3351 x230

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

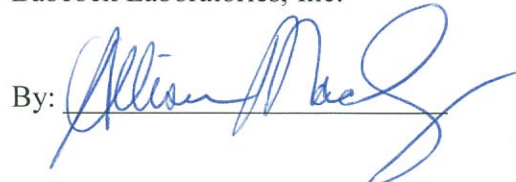
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

Babcock Laboratories, Inc.

By: 

~~Paul W. Foster, Mayor~~

Allison Mackenzie, President CEO

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Babcock Laboratories must possess the skills, licenses, certifications, and professional expertise necessary to provide the analytical services to the City at a level of competency presently maintained by other environmental testing laboratories in the industry that provide similar types of services.

Laboratory shall be ELAP, NELAP certified, and EPA lab approved for all UCMR4 constituents. 95% of lab analyses listed in the fee schedule shall be conducted in-house without subcontracting.

Quality of laboratory test shall be NELAP-Approved Quality Assurance Manual, adhere to a strict Code of Ethics, policy, MDLs below the MRL, LCS and MS shall be conducted with each sample batch (for specified tests), and MRL check shall be conducted with each sample batch (for specified tests).

Laboratory shall maintain accreditation and laboratory license to perform testing, audit most recent 3rd party audit report of quality systems (required as part of accreditation), PT Results – most recent 3rd party proficiency test results (required as part of accreditation), QA Manual – table of contents will illustrate depth of policies and procedures, SOPs – laboratory procedures for analysis according to approved test methods, MALs – method acceptance limits for each analytical method to illustrate precision and accuracy, MDLs – annual demonstration of capability to meet specific reporting limits, instrumentation – documentation of laboratory's investments in and commitment to technological advancements.

Babcock Laboratories shall dedicated at least one (1) instrument for each analysis and minimum of two (2) dedicated instruments and two (2) dedicated staff members for Volatiles, Perchlorate, Nitrate. They shall be available for deliveries and pick-ups five (5) days per week and on weekends when required using laboratory staff (no 3rd party pick-ups).

Shall utilize web-based data reporting system, EDT (CDPH and CDX) capability, EDD (LIMS and Hach-WIMS) capability, invoices shall be submitted to the City within 30 days of report, provide waterproof labels on pre-labeled containers that are color coded according to preservatives; with lot number and expiration date of preservative, provide ice packs and packaging material for sample transportation and a customized chain of custody form for every sample point, provide reports with the proper project name and identification of either drinking water, wastewater, industrial monitoring, stormwater, SSO's or sludge and provide laboratory reports to the appropriate designated city staff within a 10 day timeframe or sooner unless it is considered a rush sample which shall be submitted within a 3 day timeframe or sooner, bid does not include sample collection.

Babcock Laboratories shall provide description of the sample kits to be used, sample return method shall meet analytical hold times and cost implications, order login and acknowledgement, method for organizing work orders, communicate with the City any issue at onset, QA/QC measures taken to assure accuracy, precision, completeness and correctness of data, and contingency plan to work assignments in the event of instrument failure or staff loss.

Babcock Laboratories shall comply with all applicable Federal, State and local laws during the performance of these specifications.

EXHIBIT "B"
PRICE AND FEE BID

				Babcock Laboratories	BSK Associates
ITEM NO.	EST QTY	DRINKING WATER ANALYSIS	TEST METHOD	EXTENDED PRICE	EXTENDED PRICE
1	50	Total Alkalinity	SM2320B	\$ 425.00	\$ 750.00
2	5	Apparent Color	SM 2120B	\$ 27.50	\$ 25.00
3	20	Asbestos	EPA 100.2	\$ 3,000.00	\$ 2,000.00
4	5	Carbamates	EPA 531.1	\$ 265.00	\$ 300.00
5	25	Chloride	EPA 300.0	\$ 212.50	\$ 225.00
6	15	Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	\$ 1,050.00	\$ 900.00
7	100	Coliform, Presence/Absence by Colilert	SM 9223B	\$ 1,300.00	\$ 1,200.00
8	20	Cyanide (Free)	SM 4500-CN G	\$ 420.00	\$ 600.00
9	2	Dioxin	EPA 1613	\$ 495.00	\$ 300.00
10	5	Diquat and Paraquat	EPA 549	\$ 525.00	\$ 350.00
11	15	EDB and DBCP by GC-ECD	EPA 504.1	\$ 630.00	\$ 585.00
12	5	Endothall by GC-MS	EPA 548.1	\$ 375.00	\$ 375.00
13	25	Fluoride	EPA 300.0	\$ 212.50	\$ 250.00
14	20	General Minerals	See Appendix- General Mineral	\$ 2,100.00	\$ 2,000.00
15	600	General Physicals	See Appendix- General Physical	\$ 9,000.00	\$ 7,200.00
16	5	Glyphosate by HPLC	EPA 547	\$ 365.00	\$ 375.00
17	10	Gross Alpha by Co-precipitation	SM 7110C	\$ 350.00	\$ 300.00
18	500	Haloacetic Acids	EPA 552	\$ 16,500.00	\$ 17,000.00
19	20	Hexavalent Chromium (20 ppt MRL)	EPA 218.7	\$ 500.00	\$ 500.00
20	20	Inorganics	See Appendix- Inorganics	\$ 1,500.00	\$ 2,500.00
21	50	Langelier's Saturation Index (see Appendix-Langelier Saturation Index)	SM 2330B	\$ 50.00	\$ 50.00
22	50	Lead and Copper	EPA 200.7 or EPA 200.8 or SM 3113B	\$ 750.00	\$ 800.00

23*	50	MPN (TOTAL & Fecal Coliform)	SM 9221B,C,E	\$ 900.00	\$ 1,250.00
24*	200	MPN(Total Coliform & E.coli 10 test tube)	SM 9223B	\$ 2,600.00	\$ 5,000.00
25	5	Mercury	EPA 245.1	\$ 65.00	\$ 75.00
26	5	Metals by ICP Aluminum, Boron, Calcium, Copper, Iron, Magnesium, Manganese, Potassium, Silica, Silver, Sodium, Zinc (per element)	EPA 200.7	\$ 35.00	\$ 40.00
27	5	Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Silver, Selenium, Thallium, Uranium, and Zinc (per element)	EPA 200.8	\$ 35.00	\$ 40.00
28	50	Nitrate as N	EPA 300.0	\$ 350.00	\$ 400.00
29	10	Nitrite as N	EPA 300.0	\$ 70.00	\$ 80.00
30	5	Odor (TON)	EPA 140.1M	\$ 27.50	\$ 25.00
31	50	Organohalide Pesticides and PCBs	EPA 505	\$ 2,850.00	\$ 2,750.00
32	50	Perchlorate (2.0 ppb MRL)	EPA 314.0	\$ 1,100.00	\$ 1,250.00
33	10	pH	SM 4500-H+B	\$ 60.00	\$ 50.00
34	50	Rad226-228	RA-226GA RA-228GA	\$ 10,750.00	\$ 6,700.00
35	100	Semi-Volatiles Organics by GC-MS	EPA 525.3	\$ 5,000.00	\$ 7,000.00
36	10	Specific Conductance	SM 2510B	\$ 70.00	\$ 80.00
37	25	Sulfate	EPA 300.0	\$ 175.00	\$ 200.00
38	10	Surfactants	SM 5540C	\$ 220.00	\$ 200.00
39	100	Title-22 (Full)	See Appendix-California Title 22 (Full)	\$ 106,000.00	\$ 106,200.00
40	50	1,2,3-Trichloropropane (TCP)	EPA 524	\$ 2,500.00	\$ 3,000.00
41	25	Total Dissolved Solid (TDS)	SM 2540C	\$ 200.00	\$ 250.00
42	10	Total Hardness	SM 2340C	\$ 130.00	\$ 100.00
43	80	Total Organic Carbon	SM 5310B	\$ 1,920.00	\$ 2,000.00
44	500	Trihalomethanes	EPA 524	\$ 15,000.00	\$ 15,000.00

45	5	Turbidity	EPA 180.1	\$ 25.00	\$ 25.00
46	50	Volatile Organics	EPA 524	\$ 2,800.00	\$ 3,000.00
47	1	Water Suitability Ratio	SM 9020	\$ 245.00	\$ 350.00
48	18	UCMR4 AM1 (Nov2019-Feb2020) (price to include any additional analysis of any sample that fail UCMR detection requirements)	UCMR4 – AM1	\$ 9,540.00	\$ 10,440.00
49	30	UCMR4 AM2 (Nov2019-Feb2020) (price to include any additional analysis of any sample that fail UCMR detection requirements)	UCMR - AM2	\$ 2,640.00	\$ 5,250.00
50	25	Uranium	EPA 200.8	\$ 625.00	\$ 750.00

*Increase in amount in the event of a failure in the in-house laboratory equipment.

DRINKING WATER				\$ 205,985.00	\$ 210,090.00
ITEM NO.	EST. QTY	WASTEWATER	TEST METHOD	EXTENDED PRICE(QTY X UNIT PRICE)	EXTENDED PRICE(QTY X UNIT PRICE)
51	25	Anions(Cl, F, NO2,NO3,SO4 &PO4-P)	EPA 300.0	\$ 1,000.00	\$ 1,200.00
52	25	Chloride	EPA 300.0	\$ 212.50	\$ 200.00
53	25	Fluoride	EPA 300.0	\$ 212.50	\$ 200.00
54	25	Hexavalent Chromium (20 ppt MRL)	EPA 218.6	\$ 625.00	\$ 750.00
55	25	Mercury	EPA 245.1	\$ 350.00	\$ 375.00
56	25	MPN(Total & Fecal coliform)	SM 9221B,C,E	\$ 625.00	\$ 1,000.00
57	65	Metals by ICP Sodium and Boron (per element)	EPA 200.7	\$ 520.00	\$ 520.00
58	65	Metals by ICPMS Sodium and Boron (per element)	EPA 200.8	\$ 520.00	\$ 520.00

59	25	Metals by ICP Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package	EPA 200.7	\$ 3,025.00	\$ 3,125.00
60	25	Metals by ICPMS Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package	EPA 200.8	\$ 3,025.00	\$ 3,125.00
61	25	Nitrate as N	EPA 300.0	\$ 175.00	\$ 200.00
62	25	Nitrite as N	EPA 300.0	\$ 175.00	\$ 200.00
63	25	Orthophosphate as P	EPA 300.0 and/or HACH 8048	\$ 250.00	\$ 375.00
64	25	Phenolic Compounds	EPA 420.4	\$ 875.00	\$ 750.00
65	25	Silica	EPA 200.7	\$ 175.00	\$ 200.00
66	25	Strontium by ICPMS	EPA 200.8	\$ 175.00	\$ 200.00
67	25	Sulfate	EPA 300.0	\$ 175.00	\$ 200.00
68	25	Cyanide Free	SM 4500CNF	\$ 550.00	\$ 625.00
69	25	Cyanide Total	EPA 335.4	\$ 500.00	\$ 625.00
70	10	Total Hardness	SM 2340C	\$ 140.00	\$ 100.00
71	25	Total Kjeldahl Nitrogen	EPA 351.2	\$ 625.00	\$ 600.00
72	100	Total Organic Carbon	SM 5310B	\$ 2,400.00	\$ 2,000.00
73	25	Turbidity	SM 2130B or EPA 180.1	\$ 125.00	\$ 250.00
WASTEWATER			SUBTOTAL	\$ 16,455.00	\$ 17,340.00
ITEM NO.	EST. QTY	SLUDGE (ACCORDING TO METHODS IN SW- 846, EXCEPT TOTAL COLIFORM)	TEST METHOD	*EXTENDED PRICE (QTY X UNIT PRICE)	*EXTENDED PRICE (QTY X UNIT PRICE)

74	10	Ammonia as N	EPA 350.1	\$ 160.00	\$ 250.00
75	1	Dioxin/Dibenzofurans	EPA 8290B (with a detection limit of <1 mg/g)	\$ 650.00	\$ 650.00
76	25	Hexavalent Chromium (20 ppt MRL)	EPA 7196	\$ 625.00	\$ 750.00
77	25	Mercury	EPA 7471A	\$ 300.00	\$ 375.00
78	25	Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc (per element)	EPA 6020 EPA SW845 Series	\$ 175.00	\$ 200.00
79	25	Nitrate as N	EPA 9056	\$ 187.50	\$ 200.00
80	2	Paint Filter Test	EPA 9095	\$ 100.00	\$ 150.00
81	10	Percent Solids	SM 2540B	\$ 140.00	\$ 100.00
82	25	Total Kjeldahl Nitrogen	EPA 351.2	\$ 625.00	\$ 600.00
83	2	Toxicity Characteristics Leaching Procedure	EPA Method 1311 or EPA 6020	\$ 100.00	\$ 100.00
SLUDGE (ACCORDING TO METHODS IN SW-846, EXCEPT TOTAL COLIFORM)			SUBTOTAL	\$ 3,062.50	\$ 3,375.00
ITEM NO.	EST. QTY	PRIORITY POLLUTANTS LIST	TEST METHOD	*EXTENDED PRICE(QTY X UNIT PRICE)	*EXTENDED PRICE(QTY X UNIT PRICE)
84	1	Annual: Current list 126 Priority Pollutants (EPA 40 CFR Part 423, Appendix-Partial Priority Pollutant List) Exclude Asbestos	Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List	\$ 799.00	\$ 750.00

85	3	Quarterly: Partial Priority Pollutants List (To be determined by detected pollutants from Line Item # 83.) Exclude Asbestos	Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List	\$ 885.00	\$ 825.00
PRIORITY POLLUTENTS			SUBTOTAL	\$ 1,684.00	\$ 1,575.00
ITEM NO.	EST.QTY	SSO SAMPLING (SSMP)	TEST METHOD	*EXTENDED PRICE (QTY X UNIT PRICE)	*EXTENDED PRICE (QTY X UNIT PRICE)
86	9	Total Coliforms and E. coli	Quantitray SM 9223 B	\$ 162.00	\$ 360.00
87	9	Ammonia, (Total)	SM 4500 NH3N	\$ 157.50	\$ 180.00
SSO SAMPLING (SSMP)			SUBTOTAL	\$ 319.50	\$ 540.00
ITEM NO.	EST. QTY	INDUSTRIAL MONITORING AND TRUNK-LINE MONITORING	TEST METHOD	*EXTENDED PRICE (QTY X UNIT PRICE)	*EXTENDED PRICE (QTY X UNIT PRICE)
88	1	Arsenic	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
89	1	Barium	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
90	1	Boron	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
91	1	Cadmium	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
92	1	Chemical Oxygen Demand	EPA approved method	\$ 15.00	\$ 20.00
93	1	Chloride	EPA 300.0	\$ 8.50	\$ 8.00
94	1	Chromium (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
95	1	Copper	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
96	1	Cyanide	SM 4500-CN C,D,E	\$ 22.00	\$ 25.00
97	1	Iron	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
98	1	Lead	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
99	1	Manganese	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
100	1	Mercury	EPA 200.8	\$ 7.00	\$ 8.00

101	1	Nickle	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
102	1	Oil & Grease	EPA 1664A	\$ 30.00	\$ 50.00
103	1	Selenium	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
104	1	Silica	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
105	1	Silver	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
106	1	Sodium	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
107	1	Total Dissolved Solids	SM 2540C	\$ 8.00	\$ 15.00
108	1	Total Suspended Solids	SM 2540B	\$ 9.00	\$ 15.00
109	1	Zinc	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
110*	10	Items 88-109 as a package	Method indicated in items 88-109	\$ 1,700.00	\$ 2,000.00

*Individual pricing as well as package pricing needed because at any time we may only test for a certain number of pollutant rather than the full list of pollutants.

INDUSTRIAL MONITORING AND TRUCK-LINE MONITORING			SUBTOTAL	\$ 1,904.50	\$ 2,261.00
ITEM NO.	EST.QTY	STORMWATER-WWTP	TEST METHOD	*EXTENDED PRICE (QTY X UNIT PRICE)	*EXTENDED PRICE (QTY X UNIT PRICE)
111	1	Enterococci	SM 9230B	\$ 49.00	\$ 50.00
112	1	E. coli	SM 9221F	\$ 22.00	\$ 20.00
113	1	Iron (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
114	1	Cadmium (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
115	1	Copper (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
116	1	Lead (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
117	1	Total Suspended Solids (TSS)	SM 2540B	\$ 9.00	\$ 15.00
118	1	Oil & Grease	EPA 1664A	\$ 30.00	\$ 50.00
119*	5	Items 111-118 as a package	Method indicated in items 111-118	\$ 650.00	\$ 625.00

*Individual pricing as well as package pricing needed because at any time we may only test for a certain number of pollutant rather than the full list of pollutants.

STORMWATER SAMPLING-WWTP			SUBTOTAL	\$ 788.00	\$ 792.00
ITEM NO.	QTY	STORMWATER-LANDFILL	TEST METHOD	*EXTENDED PRICE (QTY x Unit Price)	*EXTENDED PRICE (QTY x Unit Price)
120	1	Enterococci	SM 9230B	\$ 49.00	\$ 50.00
121	1	E. coli	SM 9221F	\$ 22.00	\$ 20.00
122	1	Iron (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
123	1	Cadmium (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
124	1	Copper (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
125	1	Lead (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
126	1	Total Suspended Solids (TSS)	SM 2540B	\$ 9.00	\$ 15.00
127	1	Oil & Grease	EPA 1664A	\$ 30.00	\$ 50.00
128	1	Ammonia as N (Total)	SM4500 NH3H	\$ 14.00	\$ 25.00
129	1	Selenium (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
130	1	Silver (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
131	1	Mercury (Total)	EPA 200.8	\$ 7.00	\$ 8.00
132	1	Arsenic (Total)	EPA 200.7 or EPA 200.8	\$ 7.00	\$ 8.00
133	1	Cyanide (Total)	SM 4500-CN C,D,E	\$ 22.00	\$ 25.00
134	1	Magnesium (Total)	SM 4500 NH3H	\$ 7.00	\$ 8.00
135	1	Chemical Oxygen Demand (Total)	EPA approved method	\$ 15.00	\$ 25.00
136*	10	Items 120-135 as a package	Method indicated in items 120-135	\$ 2,000.00	\$ 2,000.00
STORMWATER SAMPLING-LANDFILL			SUBTOTAL	\$ 2,224.00	\$ 2,282.00
TOTAL SUM BID (Item 1 - 136)				\$ 232,422.50	\$ 238,255.00

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

1 I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Babcock Laboratories, Inc.

Date: Aug. 5, 2019

By: _____

Allison Mackenzie, President CEO

