



RFP for Laboratory Services for the Wastewater Treatment Plant (WWTP)  
**CITY OF BEAUMONT**  
BID No. WWTP24-2

Request for Bid Submittal

Due May 29, 2024 at 2:00 PM

Submitted By:  
Clinical Laboratory of San Bernardino, Inc.

# Clinical Laboratory of San Bernardino, Inc



May 23, 2024

Thaxton Van Belle, Director of Water Reclamation  
City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

Subject: RFP for Laboratory Services for the Wastewater Treatment Plant (WWTP)

Thank you for the opportunity to submit a proposal for City of Beaumont Laboratory Testing Services for the Wastewater Treatment Plant.

Clinical Laboratory of San Bernardino, Inc. has been providing analytical services to Southern California for over 55 years. Clinical Laboratory of San Bernardino, Inc., and our two satellite labs, provides a wide range of analytical services to City, State and Federal water agencies, industrial clients, water district clients, engineering firms, and private individuals. Our Project Management and Field Services Teams provide our valued clients with personalized, efficient, and courteous services that set us apart from other laboratories. Clinical Laboratory of San Bernardino, Inc. specializes in drinking water, wastewater, and NPDES required analyses. While other labs have diversified into different matrices, expanded into other states, and often are part of a national or international organization, Clinical Laboratory has remained focused on Southern California, locally owned, and locally managed.

The authority to negotiate and contractually bind Clinical Laboratory of San Bernardino, Inc. to the laboratory testing services will be under three individuals:

Steven Martinez, Laboratory Director [smartinez@clinical-lab.com](mailto:smartinez@clinical-lab.com) (909) 825-7693

Stu Styles, Client Services Manager [styles@clinical-lab.com](mailto:styles@clinical-lab.com) (909) 825-7693

Melinda Furnas, President/Owner [mfurnas@clinical-lab.com](mailto:mfurnas@clinical-lab.com) (909) 825-7693

All three are located at 21881 Barton Road, Grand Terrace CA, 92313.

As the current provider of laboratory services to the City of Beaumont WWTP, we are very aware of the processes and requirements of this RFP. The following Introduction page outlines our understanding of, and commitment to, continuing our excellent service to the City of Beaumont WWTP laboratory services program.

Sincerely,

Steven Martinez  
Laboratory Director  
[smartinez@clinical-lab.com](mailto:smartinez@clinical-lab.com)



**Section B / C**  
Introduction / Information / Approach



## **Clinical Laboratory of San Bernardino, Inc. - Laboratory Services Approach**

### **Sample Pick Up**

Sample pick up service is available every day including weekends and holidays. Our Field Services Team consists of eight field technicians; one will always be available to pick up samples for City of Beaumont. Our technicians are employed by Clinical Laboratory, picking up samples for Clinical Laboratory alone, not contract employees as some other labs utilize.

### **Experience/Stability/Capability**

Clinical Laboratory marked its 55<sup>th</sup> anniversary in 2023. Our qualifications are demonstrated by our extensive satisfied client list. In fact, Clinical Laboratory has serviced the City of Beaumont's WWTP wastewater analysis needs since 2012.

### **Laboratory Project Manager**

The Laboratory Project Manager for this contract, for all issues, will be Stu Styles. Mr. Styles is the current Project Manager for the existing contract with City of Beaumont. His skills in both laboratory management and client project management will continue to be a great asset to the City of Beaumont. In his absence, Steven Martinez, our Laboratory Director, will handle any questions/issues which may arise. Mr. Styles has more than 20 years of client project manager experience; 16 years with Clinical Laboratory.

### **Contract Deliverables**

Clinical Laboratory understands the State and EPA report format requirements. In addition, we comply with the Write-On EDD uploads to the State database of all required drinking water analysis results. For our customer convenience, report results can be provided as hard copy, email, and/or upload to our secure Client Connect website for viewing/downloading as needed. All reports are routinely reported within 10 working days, with rush turn arounds possible on most analyses.

### **Services Summary**

Clinical Laboratory will continue to provide the same excellent service we have provided to the City of Beaumont since 2012. Our understanding of your needs is a major part of our success. We feel we have demonstrated that understanding through our level of service. Our Project Manager, Stu Styles, have an excellent working relationship with the current staff a City of Beaumont WWTP. This relationship ensures the communication required for a successful water quality program.

### **Client Communication**

The communication between the City of Beaumont staff and your project manager Stu Styles has been, and will continue to be, a key to our success in supporting the laboratory testing program. Mr. Styles will continue to be accessible to the City of Beaumont staff during both normal business and non-business hours. Mr. Styles will continue to visit the City of Beaumont Monday thru Thursday mornings to pick up samples. During these sample pick up visits, Mr. Styles routinely communicates with the staff on site to resolve issues and discuss upcoming sampling events.



## **Work Flow Summary**

The following outlines the work flow progression for samples analyzed for The City under this contract.

### **Sample Receipt at Lab**

Samples are delivered to the lab and received by our microbiology staff or sample receiving staff. The receipt temperature is determined and recorded on the COC. Sample container IDs listed on the COC are compared to containers received. In any issues with receipt temperature, hold time, or sample ID are apparent, the City of Beaumont primary contact will be notified immediately, either by the microbiology staff or Clinical Lab project manager. All relevant sample information will be logged into the laboratory network.

### **Sample Analysis**

The staff will begin all sample analyses within hold time. All microbiology and general physical samples requested through the City of Beaumont contract will be started on the day of sample receipt. At completion of each analysis, results will be recorded on the bench sheet, and entered into the laboratory network. A second member of department, independent of the primary analyst, will review the entered analysis results for accuracy.

### **Project Review and Reporting**

The project manager will review the network to assure all sample information, such as sample ID, sample date/time, sampler name, field results, and requested analyses have been correctly entered into the laboratory network. Once all samples information and results have been entered and reviewed for accuracy, the report analysis report will be generated and emailed to the requested City of Beaumont staff members.

# *Clinical Laboratory of San Bernardino, Inc*



## **Subcontract Laboratory Utilized**

Those few analyses which Clinical Laboratory of San Bernardino, Inc. does not provide inhouse, will be subcontracted to the following labs.

Aquatic Bioassay and Consulting Laboratories  
29 N Olive Street  
Ventura, CA 93001  
(805) 643-5621  
Chronic Toxicity

CLS Labs  
3249 Fitzgerald Road  
Rancho Cordova, CA 95742  
(800) 638-7301  
Sludge, Mercury, Cyanide, Pesticides, PBCs,  
Volatile/Semi-Volatile Organics, Phenolic Compounds

LA Testing / EMSL Analytical  
520 Mission Street  
South Pasadena, CA 91030  
Asbestos

Ceres  
4919 Windplay Dr., Ste 1  
El Dorado Hills, CA 95762  
(916) 932-5011  
Dioxin



**Section D / E**  
Firm Profile / Location

# *Clinical Laboratory of San Bernardino, Inc*



## **Firm Profile**

Clinical Laboratory of San Bernardino, Inc. has been providing analytical services to Southern California for over 50 years. Clinical Laboratory of San Bernardino, Inc., and our two satellite labs, provides a wide range of analytical services to City, State and Federal water agencies, industrial clients, water district clients, engineering firms, and private individuals. Our Project Management and Field Services Teams provide our valued clients with personalized, efficient, and courteous services that set us apart from other laboratories. Clinical Laboratory of San Bernardino, Inc. specializes in drinking water, wastewater, and NPDES required analyses. While other labs have diversified into different matrices, expanded into other states, and often are part of a national or international organization, Clinical Laboratory has remained focused on Southern California, locally owned, and locally managed.

Clinical Laboratory of San Bernardino, Inc.  
21881 Barton Road  
Grand Terrace, CA 92313  
Phone Number (909) 825-7693  
FAX Number (909) 825-7696

Satellite Locations      Clinical Laboratory Lompoc  
516 North 8<sup>th</sup> Street  
Lompoc, CA 93436  
Phone Number (805) 737-7300

Geo-Monitor, Inc.  
17152 Darwin Avenue  
Hesperia, CA 92343  
Phone Number (766) 244-3481

## Staff Composition (at Grand Terrace Location)

Lab Professionals – 20  
Lab Technical Support - 10  
Field Services – 7  
Administrative Support - 3

## Organization Structure

S Corporation  
Incorporated 12/11/1967





**Section F**  
Key Personnel



## **Key Personnel / Laboratory Professional Personnel**

The professional staff of Clinical Laboratory includes chemists and analysts with educational degrees ranging from Bachelor of Science to Master of Science. Clinical Laboratory of San Bernardino, Inc. hires and retains professional staff, each of which hold degrees pertaining to this industry, therefore we feel all our staff are an integral part of serving our clients. A brief description of each position we feel are the key(s) to successful completion of projects follows.

### **Steven Martinez - Laboratory Director**

The laboratory director oversees the total operations of the laboratory, and assures all aspects of the laboratory analysis, from sample receipt/log-in to final reporting, are both accurate and complete. The Laboratory Director is also in-charge of all the technical and analytical aspects in the laboratory. Efficient and effective planning capabilities are two important qualities in order to fulfill the primary objectives of the laboratory.

### **Stu Styles - Project Manager/Client Services Manager**

Our client service manager and his team act as a liaison between the client and the laboratory. They are responsible for all aspects of serving the client. From project initiation, bottle orders, technical questions and final reporting/electronic data deliverables. Our client services team makes sure projects flow through the laboratory processes smoothly and assists clients with their questions and monitoring needs.

### **Roberto Cabrera - Quality Control Manager/Safety Manager**

Reviews and oversees the quality control and quality assurance aspects of analytical methodologies being performed in the laboratory. Communicates with the laboratory Director on QA/QC needs and various factors for improving the efficiency in the laboratory. Quality Control is also in charge of the safety operations.

### **Department Supervisors / Lead Analysts**

**Khurshid Ahmed – Inorganic Department Supervisor**

**Dean Palmer – Organic Supervisor**

**Arturo Hernandez – Radiochemistry Supervisor**

**Liezel Saad / Kaye-Ann Dualan-McLaughlin – Microbiology Department Supervisor**

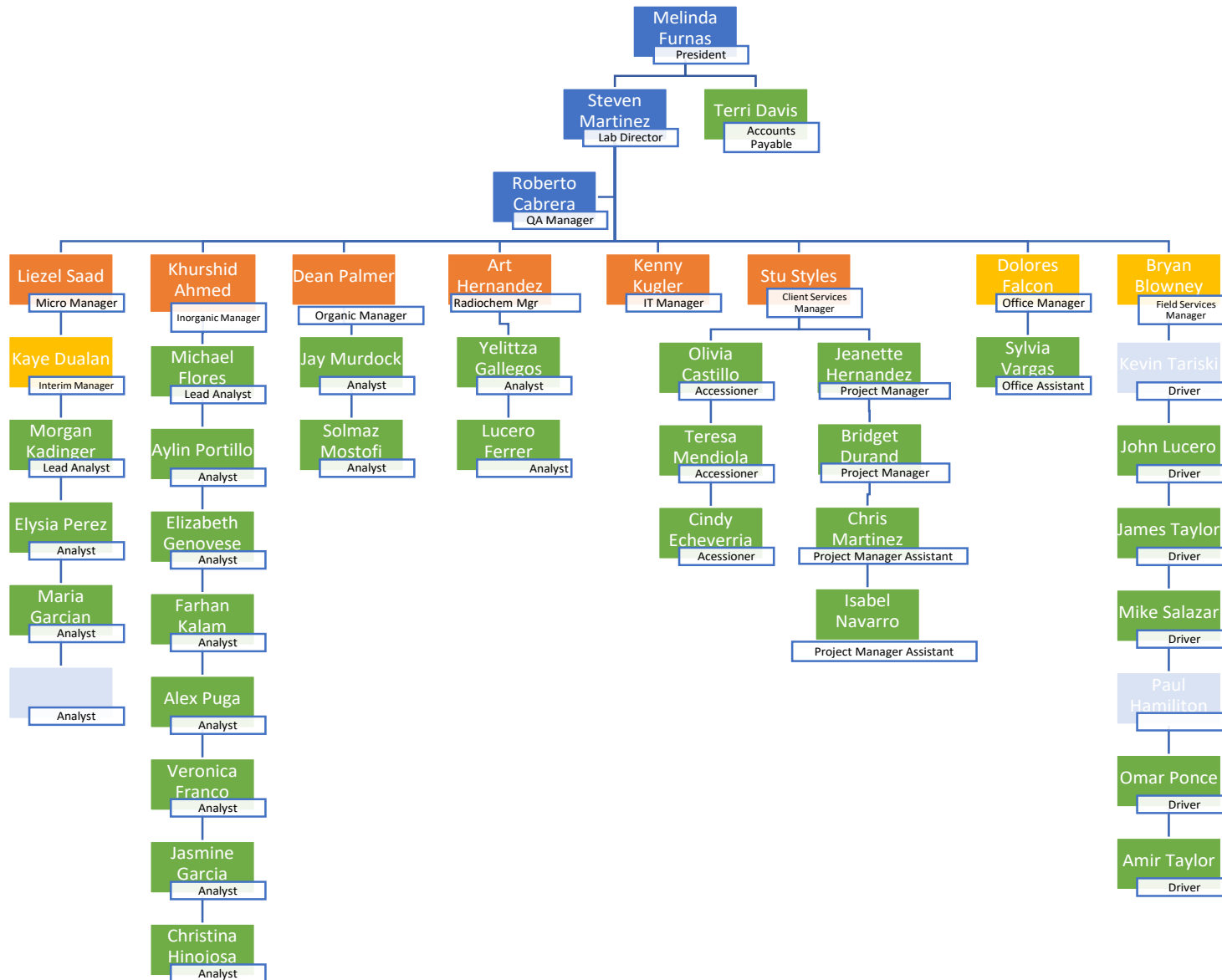
### **Chemists/Analysts/Laboratory Technicians**

Must perform laboratory analyses using approved standard operating procedures. Generate results that are dependable, accurate, and supported by acceptable quality control data. Monitors the daily quality control acceptance criteria, such as precision and accuracy of data. Maintains maintenance logs of instruments, standard preparation log, satisfactory operating conditions, and routine calibration checks. Performs data validation of all results generated; checks and reviews results and quality control before passing them to department supervisors for final review.

# Clinical Laboratory of San Bernardino, Inc



Organizational Chart (05/21/2024)



# *Clinical Laboratory of San Bernardino, Inc*



Steven Martinez  
**Laboratory Director**

## Education/Training

Bachelor of Science, Biochemistry – California State University, San Bernardino  
24-Hr Hazwoper

## Experience Summary

**Chemist** – Industrial Service Oil (acquired by Clean Harbors), Los Angeles, CA Analysis of environmental sample extracts for Polychlorinated Biphenyls (PCBs), Halogenated Volatile Organic Compounds (HVOCs), pH, flashpoint, water content, viscosity, and bomb calorimetry.

**Analytical Chemist** – ISCA Technologies, Riverside, CA Support all laboratory operations including analysis, QC, and data review. Assisted with product registration, and method development. Successfully assisted in the implementation of ISO 17025.

**Laboratory Manager** – Emerald Transformer Los Angeles LLC, Los Angeles, CA Responsible for all laboratory operations including P&L, QA/QC, and EH&S. Performed analysis, quality control, and data review for gas chromatography methods for oil, stormwater, and soil. Additional analytical methods include SM 4500 Cl<sup>-</sup> C, SM 4500 CN B/C/E, EPA 1020A, EPA 9040B, and EPA 9045C.

# *Clinical Laboratory of San Bernardino, Inc*



Roberto Cabrera  
**Quality Control Manager/Safety Manager**

## Education/Training

Master of Science, Plant Physiology – University of California, Davis  
Master of Science, Agricultural Science – Cal Poly, San Luis Obispo

## Experience Summary

**Chemist** – Chemical Waste Management, Modesto CA Performed Gas Chromatography analyses of total petroleum hydrocarbons and volatile organic compounds in water and soil.

**Inorganic Chemist** – Associated Labs, Orange CA Performed analysis, quality control, and data review for ion chromatography methods for water and soil. Organic Chemist – Clinical Lab, Grand Terrace, CA. Semivolatile chemist performing Gas Chromatography analyses of pesticides. Analytical Methods include EPA 507, EPA 508, EPA 515, EPA 525, EPA 531, EPA 547 and EPA 549. Responsible for new method development and certification. Quality Assurance / Quality Control Manager.

# Clinical Laboratory of San Bernardino, Inc



## Stu Styles Client Services Manager/Project Manager

### Education/Training

Bachelor of Science, Biochemistry – University of California Riverside

### Experience Summary

**Technical Superintendent Intern** – Smurfit Newsprint Corp., Pomona CA Supervised day-to-day chemical needs for this manufacturer of recycled newsprint. Interacted daily with chemical vendors, checking on orders and verifying deliveries. Maintained daily contact with chemical handlers and machine operators. Designed spreadsheets for record keeping and reports.

**Field Chemist** – Onsite Environments, Torrance CA Provided hazardous waste management and customer service. Interfaced extensively with customers, dealing effectively with project managers, engineers, and other technical personnel. Perform hazardous waste management, lab packing, shipping, recycling, and manifest oversight.

**Field Supervisor** – Onyx Environmental Services, LLC, Azusa CA Provide on-site supervision for environmental and safety activities. Oversee activities of 3-member crew, as well as members of Maintenance and Environmental Health and Safety Departments. Deal extensively with vendors and outside service providers. Manage waste manifests for accurate tracking from point of origin to disposal for waste leaving facility.

**Client Services Manager** – TestAmerica, Ontario CA Worked with clients to provide excellent service for all of their needs. Responsible for data reports, uploading data to DPH's EDT and the EPA CDX server. Also worked as technical director, signing off on analysts' standard operating procedures and initial displays of competence. Responsible for hazardous waste, kept track of all waste streams, manifests also coordinating pickups with waste disposal company. Duties also included site emergency coordinator.

**Client Services Manager/Sales** – Clinical Lab, Grand Terrace CA Responsible for all client service activities. Manages Client Services staff to assure responsible representation to Clinical Laboratory clients. Responsible for client training seminars/continuing education program. Responsible for hazardous storage and disposal. Promotes sales and marketing of laboratory services. Oversees new business development and provides quotes.

### Seminars/Continuing Education

October 2012- Southern California Water Utilities Association member

# *Clinical Laboratory of San Bernardino, Inc*



Kaye-Ann Dualan-McLaughlin – **Interim Microbiology Department Manager**. Kaye, Liezel, and her staff will be performing the requested microbiological and general physical analyses for The City contract. The microbiology staff are responsible for in lab receipt of samples, log in of microbiology and general physical samples into our in-house laboratory network, entering completed results into the network, and reviewing these results for accuracy

## Education/Training

Bachelor of Science, University of California Riverside

## Experience Summary

**Technical Manager** – Geo-Monitor, Hesperia CA Testing for total and fecal coliforms using enzyme based and biochemical reactions, heterotrophic plate counts, iron related bacteria, and preparing and sterilize media. Review data and QC reports along with updating SOP's.

**Microbiology Lead Analyst** – Clinical Lab, Grand Terrace CA years lab experience, prepared and setup test for Total Coliform, E. Coli, Fecal Coliform, Heterotrophic Plate Count and Iron related Bacteria. Perform Quality Control to media, bottles and glassware to assure integrity of the tests and prevent contamination. Notify clients of their results within the allotted time and assist them with their questions.

# *Clinical Laboratory of San Bernardino, Inc*



Art Hernandez – **Radiochemistry Department Manager / Volatile Organic Department Chemist.** Art is in charge of our radiochemistry department. Analyses such as gross alpha are supervised within his department. Art is also lead analyst in our volatile organics department and semi-volatile department.

## Education/Training

Bachelor of Arts, Environmental Science – University of California, Riverside

## Experience Summary

**Laboratory Assistant** – Centrum Analytical Laboratories, Riverside, CA Trained in the following tests: Total Suspended Solids, Total Dissolved Solids, Water Inorganic Digestion, Soil Inorganic Digestion, Water Cold Vapor Extraction, Soil Cold Vapor Extraction, water and soil pH, STLC, TCLP. Operated Orion pH/ISE Meter 710A, cleaned glassware.

**Inorganic Chemist** – E. S. Babcock & Sons, Inc., Riverside, CA Specialized in wet chemistry analysis. Trained in the following EPA Methods: Nitrite-N, Total Suspended Solids, Volatile Suspended Solids, Total Dissolved Solids, Settleable Solids, Hazmat-Total Solids, Hazmat-Volatile Solids, Volatile Acids, Phenolics, Fluorides. Operated LACHAT Quikchem FIA+ 8000 series Auto Sampler, Milton Roy MR21D Spectrophotometer and distillers. Maintained laboratory equipment such as furnaces, distillers and analytical balances.

**Radio Chemist / Supervisor** – Clinical Lab, Grand Terrace, CA. Specialize in wet chemistry and radiochemistry analysis. Trained in the following EPA Methods: Gross Alpha/Beta, Uranium, Ortho-Phosphate, COD, BOD, drinking water Cyanide, Total Dissolved Solids, Fluorides, Titrations, EC and pH. Operate Protean MPC-9604 Counters for radio chemistry. Use PIC MDS counting software for radio chemistry. Experience in sample log-in, familiar with Chain of Custody. Maintain equipment including analytical balances and cleaning glassware.





Khurshid Ahmed  
**Inorganic Chemical Department Manager**

Khurshid oversees our inorganics department. Analyses such as metals, anions, and wet chemistry are supervised with in his department. A breakdown of staff assignments is as follows:

**Michael Flores** – Sulfide, Chlorine Residual, Settleable Solids, Specific Gravity; Primary back-up for all other inorganic methods mentioned below.

**Aylin Portillo** – Total Dissolved Solids, Chemical Oxygen Demand, Ammonia

**Elizabeth Genovese** – Anions, Nitrate, Nitrite, TKN, Cyanide; Secondary back-up for BOD, DO, Alkalinity, pH, EC

**Alex Puga / Farhan Kalam** – ICP, ICP/MS

**Veronica Franco** – MBAS, phosphate, Oil & Grease

**Jasmine Garcia** – Biochemical Oxygen Demand, Dissolved Oxygen, Alkalinity, pH, EC

**Christina Hinojosa** – TSS, Peroxide

## Education/Training

Bachelor of Science, Chemistry

Master of Science, Analytical Chemistry

## Experience Summary

**Analytical Chemist/Supervisor** – Applied Engineering & Remediation Laboratories, CA Conducting analyses of water, waste water and hazardous waste for minerals, trace metals and various other inorganic components based on EPA and SW 846 methods. Also responsible for treatment of waste water and hazardous waste, setup, operation, maintenance and troubleshooting of various instruments.

**Analytical Chemist/Inorganic Supervisor** – American Environmental Testing Lab, CA Conducting analyses on water, drinking water, soil and other hazardous waste for minerals, metals, trace metals, Chromium VI, Perchlorate and other inorganic components using EPA and SW 846 methods.

**Analytical Chemist/Inorganic Supervisor** – Clinical Lab, Grand Terrace CA Supervises all aspects of the Inorganic Division which includes analysis of metals, anions, classical wet chemistry, and wastewater panels. Assures results accuracy through the use of quality assurance samples and analysts training. Responsible for instrument operation techniques and maintenance. Works closely with Quality Assurance Manager on SOP revisions and calibration issues.

# *Clinical Laboratory of San Bernardino, Inc*



Dean Palmer – **Semi-Volatile Compound Department Manager**. Dean oversees our semi-volatile department. Analyses such as haloacetic acids (HAAs), TOC, DOC, and specific semi-volatile analyses are supervised with in his department.

## Education/Training

Bachelor of Science, Chemistry – California Polytechnic University, Pomona, CA

## Experience Summary

**GC/MS Supervisor** – Associated Labs, Orange CA Responsible for organizing and directing the affairs of the GC/MS department. Supervising and training of chemists as well as performing volatile, semi-volatile, and air analyses using current and new GC/MS instrumentation. Reviewing data and QC reports along with updating of laboratories SOPs. Also responsible for all minor and major routine maintenance of the instrumentation.

**GC/MS Chemist** – Del Mar Analytical, Irvine CA Responsible for performing volatile, semi-volatile, and air analyses using current and new GC/MS instrumentation. Reviewing data and QC reports along with updating of laboratories SOPs. Also responsible for all minor and major routine maintenance of the instrumentation.

**GC/MS Chemist** – Clinical Lab, Grand Terrace, CA Responsible for performing volatile, semi-volatile, and air analyses using current and new GC/MS instrumentation. Analytical Methods include EPA 525, EPA 552, and TOC (SM5310). Reviewing data and QC reports along with updating of laboratories SOPs. Also responsible for all minor and major routine maintenance of the instrumentation.



**Section G**  
References

# Clinical Laboratory of San Bernardino, Inc



## References

We have chosen three organizations to submit as comparable references. All are local, similar in analytical work load (compared to Beaumont Wastewater April 2023 to May 2024 invoiced amount of \$60,861.50), and all operate wastewater or surface water treatment plants. In addition, all utilize Stu Styles as their Laboratory Project Manager.

Client:	Yucaipa Valley Water District – Wastewater Division
Address:	12770 2 <sup>nd</sup> Street Yucaipa, CA 92399
Contact:	Ashley Gibson (909) 795-2491 <a href="mailto:agibson@yvwd.us">agibson@yvwd.us</a>
Scope of Work	Wastewater, NPDES, Stormwater Analysis
Invoice (April 2023 to May 2024)	\$98,661.38

Client:	East Valley Water District
Address:	P.O. Box 3427 San Bernardino, CA 92413
Contact:	Mike Hurst (909) 888-8986 <a href="mailto:mhurst@eastvalley.org">mhurst@eastvalley.org</a>
Scope of Work	Title 22 Water Analyses, NPDES, Surface Water Treatment Processes
Invoice (April 2023 to May 2024)	\$93,952.00

Client:	West Valley Water District
Address:	P.O. Box 920 Rialto, CA 92376
Contact:	Janet Harmon (909) 936-4581 <a href="mailto:jharmon@wvwd.org">jharmon@wvwd.org</a>
Scope of Work	Title 22 Water Analyses, NPDES, Surface Water Treatment Processes
Invoice (April 2023 to May 2024)	\$162,105.25



**Section H**  
Scope of Services



## **Scope of Services**

As the current provider of laboratory testing to City of Beaumont Wastewater, below are the tasks and deliverables we currently provide and will continue to provide during the new contract.

- Daily sample pick up / Delivery to Clinical Laboratory within 2 hours of pick up
- Project Manager will consult with Beaumont Staff on-site Monday thru Thursday
- Provide/Deliver sample containers as required by routine schedules
- Provide/Deliver sample containers as requested
- Coordinate, at no charge, with Beaumont Staff on new Water Board analytical requirements
- No charge consulting on any items within the scope of laboratory analysis
- Report all in-house analyses within 10 business days.
- Email generated analytical reports to established Beaumont Staff distribution list
- Upload generated analytical reports to secure, Client Connect web site for Beaumont access
- Coordinate with sub-contract labs on container/sampling requirements, report formats
- Ship sub-contract samples to appropriate sub-contract labs
- Generate monthly invoices for analytical work completed and reported.
- Coordinate with Beaumont Staff regarding continuing Max Benefit program



**Section I**  
Cost Proposal

	Testing Parameter	Method*	Estimated Quantity #/Yr	Notes	Unit Cost	Ext. \$
Wastewater - INF	BOD	SM 5210B	52		\$27.50	\$1,430.00
	TSS	SM 2540D	52		\$20.00	\$1,040.00
	Zinc	EPA 200.8	12		\$15.00	\$180.00
	Copper	EPA 200.8	12		\$15.00	\$180.00
	Per and Polyfluoroalkyl Substances (PFAS)	EPA 537	4		\$350.00	\$1,400.00
Wastewater - EFF	BOD	SM 5210B	52		\$27.50	\$1,430.00
	TSS	SM 2540D	52		\$20.00	\$1,040.00
	TDS	SM 2540C	156		\$20.00	\$3,120.00
	Coliform	SM 9221	365		\$22.50	\$8,212.50
	Ammonia Nitrogen	varies	12		\$12.50	\$150.00
	Total Hardness	varies	12		\$12.50	\$150.00
	Total Inorganic Nitrogen (TIN)	varies	12		\$30.00	\$360.00
	Chronic Toxicity	-	12		\$1,800.00	\$21,600.00
	Chronic Toxicity (Split Sample to 2nd lab)	-	1		\$1,800.00	\$1,800.00
	Zinc	EPA 200.8	10		\$15.00	\$150.00
	Copper	EPA 200.8	10		\$15.00	\$150.00
	Per and Polyfluoroalkyl Substances (PFAS)	EPA 537	4		\$350.00	\$1,400.00
	Remaining Volatile Organic Portion of Priority Pollutants (See Attachment)	varies	2		\$995.00	\$1,990.00
	Remaining Priority Pollutants (See Attachment)	varies	2		\$535.00	\$1,070.00
	Remaining Title 22's MCL List Contaminants	varies	2		\$870.00	\$1,740.00
Biosolids	Table 1 of 40 CFR 503.13 (Quarterly)	varies	2		\$155.00	\$310.00
	Biosolids Full Annual	varies	2		\$1,885.00	\$3,770.00
	Per and Polyfluoroalkyl Substances (PFAS)	EPA 537	4		\$350.00	\$1,400.00
	Coliform	SM 9221	4		\$22.50	\$90.00
Recycled Water	Coliform	SM 9221	365		\$22.50	\$8,212.50
	BOD	SM 5210B	52		\$27.50	\$1,430.00



	Testing Parameter	Method*	Estimated Quantity #/Yr	Notes	Unit Cost	Ext. \$
	TSS	SM 2540D	52		\$20.00	\$1,040.00
	TIN	varies	12		\$30.00	\$360.00
	TDS	SM 2540C	12		\$20.00	\$240.00
Storm Water	TSS	SM 2540D	16		\$20.00	\$320.00
	Oil & Grease	EPA 1664B	16		\$45.00	\$720.00
	pH	varies	16		\$7.50	\$120.00
	Total Recoverable Zinc	EPA 200.8	16		\$15.00	\$240.00
	Total Recoverable Copper	EPA 200.8	16		\$15.00	\$240.00
	Total Recoverable Lead	EPA 200.8	16		\$15.00	\$240.00
	Total Recoverable Cadmium	EPA 200.8	16		\$15.00	\$240.00
Ground & Surface Water	Alkalinity, Total	SM 2320 B	120		\$11.00	\$1,320.00
	Ammonia as N (NH3-N)	EPA 350.1	120		\$12.50	\$1,500.00
	Total Hardness	varies	120		\$12.50	\$1,500.00
	Chloride	EPA 300.0	120		\$12.50	\$1,500.00
	Specific Conductance (E.C.)	SM 2510B	120		\$7.50	\$900.00
	Fluoride	EPA 300.0	120		\$12.50	\$1,500.00
	Hydroxide	SM 2320B	120		\$12.50	\$1,500.00
	Nitrate	EPA 300.0	120		\$12.50	\$1,500.00
	Nitrite	EPA 300.0	120		\$12.50	\$1,500.00
	pH	varies	120		\$7.50	\$900.00
	Temp. @	-	120	included with pH	0	0
	Sulfate	EPA 300	120		\$12.50	\$1,500.00
	TDS	SM 2540C	120		\$20.00	\$2,400.00
	Calcium	EPA 200.7	120		0	0
	Magnesium	EPA 200.7	120		0	0
	Potassium	EPA 200.7	120		\$12.50	\$1,500.00
	Sodium	EPA 200.7	120		\$12.50	\$1,500.00
Wastewater, SSO	Coliform	SM 9221	8		\$22.50	\$180.00

	Testing Parameter	Method*	Estimated Quantity #/Yr	Notes	Unit Cost	Ext. \$
Transport Fees (If any)	-	-	-	N/A	0	0
Any other costs/fees (describe)	-	-	-	N/A	0	0
TOTAL						\$88,265.00

The above list is an estimate only and reflects the upper end of permit required testing (e.g. Stormwater testing is weather event dependent, groundwater monitoring is access and availability dependent). Additional process control sampling may occur as needed. Additional testing frequency and/or constituents may be required.

\*Method - Must comply with Attachment E, Sec I. General Monitoring Requirements.



**Section K**  
**Insurance**

# *Clinical Laboratory of San Bernardino, Inc*



## **Insurance Certification**

As the current laboratory for City of Beaumont Wastewater Testing program, the requested insurance requirements are currently in force; a copy of the insurance certificate is attached. This insurance certificate will be in force at the time of contract execution and remain in force through the contract term.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	<b>CONTACT NAME:</b> Dominic Hernandez <b>PHONE (A/C. No. Ext):</b> 714-824-8301 <b>E-MAIL ADDRESS:</b> Dominic.Hernandez@wgbib.com	<b>FAX (A/C. No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Clinical Lab of San Bernardino Geo-Monitor, Inc. PO Box 329 San Bernardino CA 92402	CLINI-2	<b>INSURER A :</b> American Casualty Company of R <b>INSURER B :</b> Continental Casualty Company <b>INSURER C :</b> The Continental Insurance Comp <b>INSURER D :</b> Transportation Insurance Compa <b>INSURER E :</b> <b>INSURER F :</b>	20427 20443 35289 20494

**COVERAGES**

CERTIFICATE NUMBER: 397382322

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6072997663	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7036574348	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6076281162	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7036574351	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Environmental Professional Liabil Claims Made Coverage Deductible: \$100,000			EEH276170923	2/1/2024	2/1/2025	Per Claim 4,000,000 Aggregate 4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is named as additional insured on the General Liability per attached CNA7581XX 01 15 as required by written contract subject to the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Beaumont 550 E. 6th Street Beaumont CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Schedule of Underlying Insurance

<b>Underlying Insurer Policy Number Policy Period Note:</b>	<b>Underlying Insurance</b>	<b>Coverages</b>	<b>Limits of Insurance</b>
American Casualty Company of Reading, Pennsylvania  6072997663  02/01/2024 to 02/01/2025	General Liability	Each Occurrence Limit  General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000  \$2,000,000  \$1,000,000
American Casualty Company of Reading, Pennsylvania  6072997663  02/01/2024 to 02/01/2025	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000
Transportation Insurance Company  7036574348  02/01/2024 to 02/01/2025	Auto Liability	Combined Single Limit	\$1,000,000



Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Transportation Insurance Company 7036574351 02/01/2024 to 02/01/2025	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
    - 1. the **Named Insured's** acts or omissions; or
    - 2. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
  - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
    - 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - 2. this coverage **part** provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
  - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. **except** as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. The **bodily injury** or **property damage**; or
  2. The offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT :
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CLINICAL LABORATORY OF SAN BERNARDINO, INC.  
**Endorsement Effective Date:** 02/01/2024

**SCHEDULE**

**Insurance Company:** Transportation Insurance Company

**Policy Number:** 7036574348

**Effective Date:** 02/01/2024

**Expiration Date:** 02/01/2025

**Named Insured:** CLINICAL LABORATORY OF SAN BERNARDINO, INC.

**Address:** PO BOX 329  
SAN BERNARDINO, CA 92402-0329

**Additional Insured (Lessor):**

**Address:**

**Designation Or Description Of "Leased Autos":**

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 2

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036574348

Policy Effective Date: 02/01/2024

Policy Page: 48 of 95



Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "**employees**" or agents; or
  - c. Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "**leased auto**", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a "**leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

**D.** The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra "**auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 2 of 2

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036574348

Policy Effective Date: 02/01/2024

Policy Page: 49 of 95



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7036574348

Policy Effective Date: 02/01/2024

Policy Page: 62 of 95



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CLINICAL LABORATORY OF SAN BERNARDINO, INC.

**Endorsement Effective Date:** 02/01/2024

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036574348

Policy Effective Date: 02/01/2024

Policy Page: 47 of 95



**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Design defect circumstance** means a **circumstance** arising out of a **design defect** for which the **Insured** has requested reimbursement of a **rectification expense** from the Insurer.

**Disciplinary proceeding** means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **professional services**.

**Domestic partner** means any person qualifying as such under any federal, state or local laws or under the **Insured's** employee benefit plans.

**Emergency response** means an action taken by the **Insured** to rectify a **design defect** that prevents imminent **bodily injury** and/or material physical injury to, or destruction of, tangible property due to that **design defect**, which is otherwise insured under this Policy.

**Extended reporting period** means the period of time after the end of the **policy term** for reporting **claims** to the Insurer that are first made against the **Insured** during the applicable **extended reporting period** arising out of:

1. a **wrongful act** that took place prior to the end of the **policy term** that is otherwise covered by this Policy; or
2. activities that took place prior to the end of the **policy term** that result in a **pollution incident** that is otherwise covered by this Policy.

**Fungi** means any form of fungus including but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungus.

**Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

**Insured** means the **Named Insured**, a **newly acquired subsidiary** and:

1. any current partner, officer, director, member, stockholder or employee of the **Named Insured** or **newly acquired subsidiary** during the **policy term**, but only while acting within the scope of their duties for the **Named Insured** or **newly acquired subsidiary**;
2. any current **leased or contracted personnel**, but only while acting within the scope of their duties for the **Named Insured** or **newly acquired subsidiary**;
3. any retired or past partner, officer, director, member, stockholder or employee or **leased or contracted personnel** of the **Named Insured** or **newly acquired subsidiary**, but only for **professional services** or activities performed for or on behalf of, at the request of, and for the benefit of the **Named Insured** or **newly acquired subsidiary**; and
4. solely with respect to Insuring Agreement A.2., Pollution Incident Liability, any client or project owner for whom the **Named Insured** performs activities, provided that:
  - a. a written contract or agreement is in effect between the **Named Insured** and a client or project owner under which the **Named Insured** assumes the tort liability of the client or project owner to pay compensatory damages to a third party for a **pollution incident**;
  - b. such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable; and
  - c. such written contract or agreement is executed prior to the **pollution incident**, and:
    - i. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
    - ii. requires such client or project owner to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed by





BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 36574351

Policy Effective Date: 02/01/2024

Policy Page: 35 of 51