

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of July 2024, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E 6th Street, Beaumont, California 92223 and Clinical Laboratory Services of San Bernardino, Inc., whose address is 21881 Barton Road, Grand Terrace, CA. 92313 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Wastewater Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) year(s) unless extended by the parties with the approval of the City Council of the CITY. The parties agree that CITY shall have the option, but not the obligation, to extend the term of this Agreement for the two (2) additional extension period of one (1) year each. CITY shall exercise its options to extend the initial or extended term by providing written notice to CONTRACTOR of the extension, which notice shall be deemed an effective amendment of the Agreement for that purpose.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Stu Styles as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of

CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Eighty Eight thousand Two Hundred and Sixty- Five dollars (\$88,265), with the set rate of the cost per test per Exhibit "A".

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the

Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include

any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents: Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others

to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any

financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: David Fenn
David Fenn, Mayor

CONTRACTOR:

Clinical Laboratory Services of San Bernardino, Inc.

By: Sm

Print Name: Steven Martinez

Title: Laboratory Director

ATTEST:

By: Nicole Wheelright
Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:

By: John O. Pinkney
John O. Pinkney, City Attorney

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal For Laboratory Testing Services for the Wastewater Treatment Plant (WWTP)

CRITICAL DUE DATES

Questions due by: 2:00 pm on May 22, 2024

Proposals due by: 2:00 pm on May 29, 2024

Contact:

Thaxton Van Belle
Director of Water Reclamation
tvanbelle@beaumontca.gov

RFP Available:

www.publicpurchase.com



Introduction

The City of Beaumont (City) is seeking proposals from qualified firms (Consultants) interested in providing Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant (WWTP) located at 715 W 4th Street. The WWTP requires daily testing and analysis to meet state permit reporting requirements. This service requires a consultant to provide sample bottles/containers, pick up collected samples from the WWTP 365 days per year and perform laboratory testing as required in the NPDES permit. The laboratory must be ELAP certified to perform EPA or State Water Resource Control Board approved methods in order to provide the service to the City.

All services provided by the Consultants shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultants shall also have the resources to provide cost-effective and timely services to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm(s) will provide Laboratory Testing Services for the WWTP as described in this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles. The City recently upgraded and expanded the WWTP to a 6 MGD MBR facility with RO followed by UV disinfection.

Scope of Services

Water Quality sampling and testing for the City's WWTP, biosolids, on site storm water system, and field collected Ground and Surface water samples as prescribed in the NPDES permit (attached). Attachment E of the permit defines the parameters of the Monitoring and Reporting Program (MRP) and states: All laboratory analyses shall be performed in accordance with test procedures under 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (U. S. EPA), unless otherwise specified in the MRP. In addition, the Santa Ana Water Board and/or U. S. EPA, at their discretion, may specify test methods that are more sensitive than those specified in 40 CFR 136. For priority pollutants, the test methods must meet the lowest minimum levels (MLs) specified in Attachment H of this Order and achievable by an Environmental Laboratory

Accreditation Program (ELAP) certified commercial laboratory (or laboratories); where no methods/MLs are specified in Attachment I, then monitoring is to be conducted in accordance with methods/MLs approved by the Santa Ana Water Board or the State Water Resources Control Board (State Water Board) consistent with the State Water Board's Quality Assurance (QA) Program.

Chemical, bacteriological, and bioassay analyses shall be conducted at a laboratory certified for such analyses by the State Water Board's Division of Drinking Water in accordance with the provision of Water Code section 13176, or conducted at a laboratory certified for such analyses by the U.S. EPA or at laboratories approved by the Santa Ana Water Board's Executive Officer.

A. Sample Transport:

The Consultant must be able to provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the City of Beaumont. The qualified firm must be able to transport and preserve samples in accordance with the current edition of *"Standard Methods for the Examination of Water and Wastewater"* or 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (U.S. EPA). The firm must be able to provide sample transport service during the week and emergency situations (i.e. storm events, sewer spill overflows, etc.).

B. Sample Matrix Schedule and Containers:

The Consultant must demonstrate to the City that it has a reliable sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. The qualified laboratory's sample matrix schedule system shall assist the City in its sampling requirements. The sample matrix schedule shall also help the qualified firm to provide City, in a timely manner, the correct number and type of sample containers, coolers, and ice chest for the analyses.

C. Quality Control and Quality Assurance:

The Consultant must demonstrate Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. Lab shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples, and professionally recognized standards relating to the furnishing of laboratory services, consistent with Exhibit A and QA/QC requirements specified therein. The qualified firm must include QC and QA results when submitting results to the City.

D. Analyses Results:

The Consultant must have the capability to submit regulatory results to California Department of Health Services Electronic Data Tracker (EDT). The qualified firm must be able to submit results to the City in a timely manner (i.e., at least five business days) prior to the regulatory reporting due dates.

E. Rush Analyses:

The Consultant must be able to provide detail services for rush analyses. The qualified firm must provide a fixed percent cost increase or premium based on the rush service request.

The scope of laboratory testing is described in more detail in the Table of Laboratory Tests (Exhibit A).

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three years, with two 1-year extensions as may be approved by City Council, subject to agreement terms and the City of Beaumont Municipal Code.

Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and

included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

- C. **Approach:** The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. **Location:** Location of principal office that will be responsible for the implementation of this contract.
- F. **Key Personnel:** Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- G. **References:** Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- H. **Scope of Services:** Provide a detailed description of the tasks, sub-tasks, and deliverables that will be provided including a list of tests to be performed. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- I. **Cost proposal:** The cost proposal (including unit rate for each test) shall be submitted in a separate sealed envelope. This should include a fee schedule including an all-in unit price per test, the fixed percent cost increase for rush service, and hourly billable costs for any other testing services as may be directed by the City.
- J. **Additional Information:** Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- K. **Insurance:** The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and business auto coverage of one million per accident naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

One (1) color digital PDF copy of the proposal must be submitted no later than 2:00pm, May 29, 2024. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Laboratory Services for the Wastewater Treatment Plant (WWTP)". Proposals and questions regarding this RFP shall be directed in writing to:

Thaxton Van Belle
Director of Water Reclamation
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
tvanbelle@beaumontca.gov

Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City. All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size.

***DUE DATE FOR QUESTIONS IS May 22, 2024, AT 2:00 PM.**

All questions and answers will be posted on Public Purchase within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs and can provide all the required laboratory testing. Nevertheless, the City reserves the right to make awards to multiple consultants in response to this RFP depending on services offered by each qualified consultant and to make an award to any qualified consultant for a particular laboratory test or tests based on evaluation of each of the proposals. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	15
Demonstrated Professional Skill and Credentials	15
Related Experience	10
Approach to Performing this Type of Service	10
Familiarity with City, County & RWQCB Reporting	10
Cost proposal	40
Total	100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures.

Exhibits

- A. Scope of Services for Laboratory Testing
- B. Sample Professional Services Agreement

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW

EXHIBIT A
Routine Laboratory Testing/Pricing

EXHIBIT B
Sample Professional Services Agreement

**Exhibit C
NPDES Permit**

EXHIBIT "B"

VENDOR'S PROPOSAL

(insert behind this page)

Clinical Laboratory of San Bernardino, Inc



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. 6th 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 (909) 825-7693

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

Melinda Furnas, President/Owner 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



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 55th 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.

Clinical Laboratory of San Bernardino, Inc



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 8th 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

Clinical Laboratory of San Bernardino, Inc



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

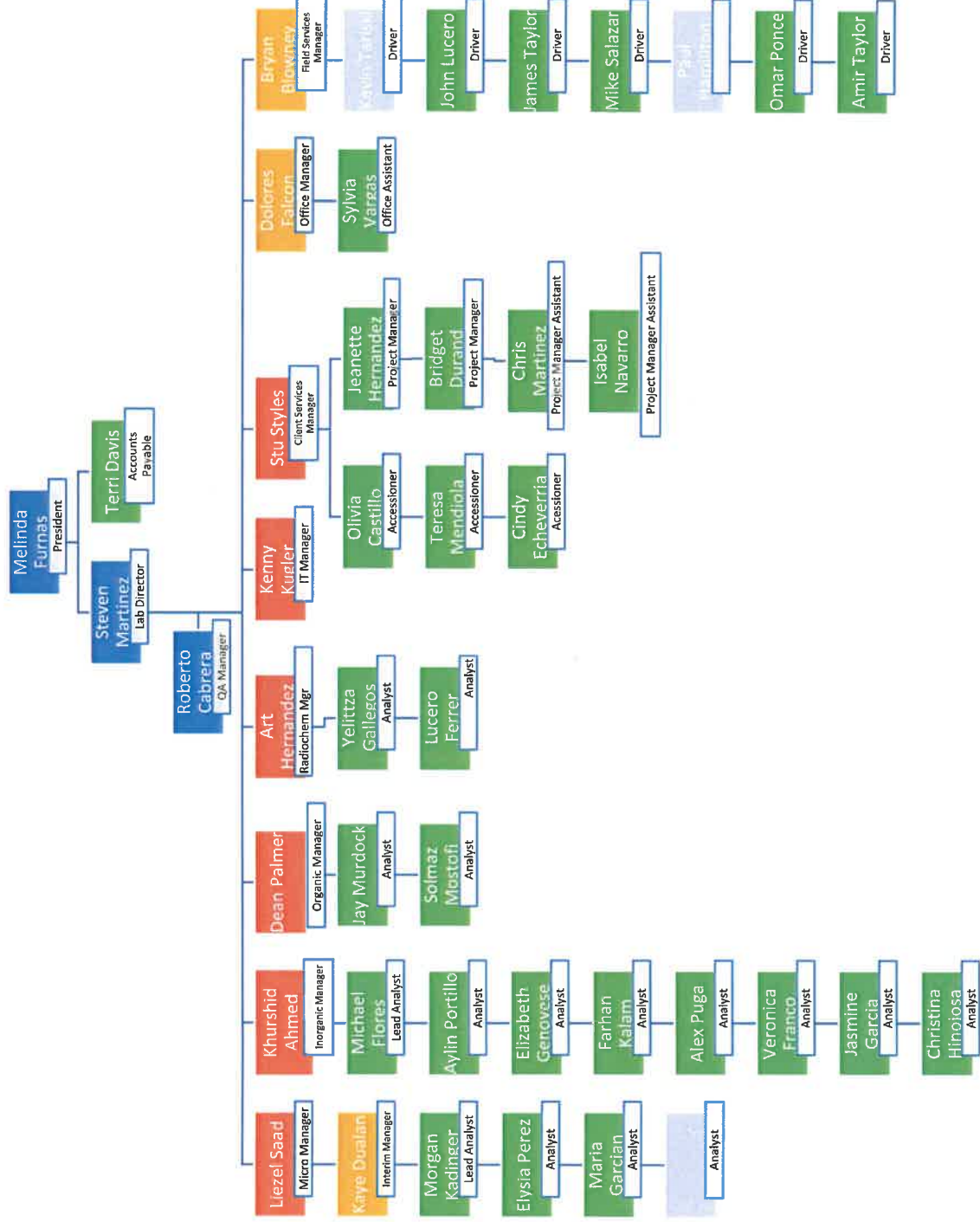
Liezel Saad / Kaye-Ann Dualan-McLaughlin – Microbiology Department Supervisor

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⁻ 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 nd Street Yucaipa, CA 92399
Contact:	Ashley Gibson (909) 795-2491 agibson@yvwd.us
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 mhurst@eastvalley.org
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 jharmon@wvwd.org
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

Clinical Laboratory of San Bernardino, Inc



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
	Biosolids	Remaining Volatile Organic Portion of Priority Pollutants (See Attachment)	varies	2		\$995.00
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
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
Recycled Water	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. \$	
Storm Water	TSS	SM 2540D	52		\$20.00	\$1,040.00	
	TIN	varies	12		\$30.00	\$360.00	
	TDS	SM 2540C	12		\$20.00	\$240.00	
	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.



Website:

www.ci.beaumont.ca.us

Address:

550 E. 6th Street
Beaumont, CA 92223

Phone:

951.769.8520

Request for Proposal For Laboratory Testing Services for the Wastewater Treatment Plant (WWTP)

CRITICAL DUE DATES

Questions due by: 2:00 pm on May 22, 2024

Proposals due by: 2:00 pm on May 29, 2024

Contact:

Thaxton Van Belle
Director of Water Reclamation
tvanbelle@beaumontca.gov

RFP Available:

www.publicpurchase.com



Introduction

The City of Beaumont (City) is seeking proposals from qualified firms (Consultants) interested in providing Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant (WWTP) located at 715 W 4th Street. The WWTP requires daily testing and analysis to meet state permit reporting requirements. This service requires a consultant to provide sample bottles/containers, pick up collected samples from the WWTP 365 days per year and perform laboratory testing as required in the NPDES permit. The laboratory must be ELAP certified to perform EPA or State Water Resource Control Board approved methods in order to provide the service to the City.

All services provided by the Consultants shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultants shall also have the resources to provide cost-effective and timely services to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm(s) will provide Laboratory Testing Services for the WWTP as described in this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles. The City recently upgraded and expanded the WWTP to a 6 MGD MBR facility with RO followed by UV disinfection.

Scope of Services

Water Quality sampling and testing for the City's WWTP, biosolids, on site storm water system, and field collected Ground and Surface water samples as prescribed in the NPDES permit (attached). Attachment E of the permit defines the parameters of the Monitoring and Reporting Program (MRP) and states: All laboratory analyses shall be performed in accordance with test procedures under 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (U. S. EPA), unless otherwise specified in the MRP. In addition, the Santa Ana Water Board and/or U. S. EPA, at their discretion, may specify test methods that are more sensitive than those specified in 40 CFR 136. For priority pollutants, the test methods must meet the lowest minimum levels (MLs) specified in Attachment H of this Order and achievable by an Environmental Laboratory

Accreditation Program (ELAP) certified commercial laboratory (or laboratories); where no methods/MLs are specified in Attachment I, then monitoring is to be conducted in accordance with methods/MLs approved by the Santa Ana Water Board or the State Water Resources Control Board (State Water Board) consistent with the State Water Board's Quality Assurance (QA) Program.

Chemical, bacteriological, and bioassay analyses shall be conducted at a laboratory certified for such analyses by the State Water Board's Division of Drinking Water in accordance with the provision of Water Code section 13176, or conducted at a laboratory certified for such analyses by the U.S. EPA or at laboratories approved by the Santa Ana Water Board's Executive Officer.

A. Sample Transport:

The Consultant must be able to provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the City of Beaumont. The qualified firm must be able to transport and preserve samples in accordance with the current edition of "*Standard Methods for the Examination of Water and Wastewater*" or 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants," promulgated by the United States Environmental Protection Agency (U.S. EPA). The firm must be able to provide sample transport service during the week and emergency situations (i.e. storm events, sewer spill overflows, etc.).

B. Sample Matrix Schedule and Containers:

The Consultant must demonstrate to the City that it has a reliable sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. The qualified laboratory's sample matrix schedule system shall assist the City in its sampling requirements. The sample matrix schedule shall also help the qualified firm to provide City, in a timely manner, the correct number and type of sample containers, coolers, and ice chest for the analyses.

C. Quality Control and Quality Assurance:

The Consultant must demonstrate Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. Lab shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples, and professionally recognized standards relating to the furnishing of laboratory services, consistent with Exhibit A and QA/QC requirements specified therein. The qualified firm must include QC and QA results when submitting results to the City.

D. Analyses Results:

The Consultant must have the capability to submit regulatory results to California Department of Health Services Electronic Data Tracker (EDT). The qualified firm must be able to submit results to the City in a timely manner (i.e., at least five business days) prior to the regulatory reporting due dates.

E. Rush Analyses:

The Consultant must be able to provide detail services for rush analyses. The qualified firm must provide a fixed percent cost increase or premium based on the rush service request.

The scope of laboratory testing is described in more detail in the Table of Laboratory Tests (Exhibit A).

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three years, with two 1-year extensions as may be approved by City Council, subject to agreement terms and the City of Beaumont Municipal Code.

Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and

included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

- C. **Approach:** The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. **Location:** Location of principal office that will be responsible for the implementation of this contract.
- F. **Key Personnel:** Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- G. **References:** Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- H. **Scope of Services:** Provide a detailed description of the tasks, sub-tasks, and deliverables that will be provided including a list of tests to be performed. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- I. **Cost proposal:** The cost proposal (including unit rate for each test) shall be submitted in a separate sealed envelope. This should include a fee schedule including an all-in unit price per test, the fixed percent cost increase for rush service, and hourly billable costs for any other testing services as may be directed by the City.
- J. **Additional Information:** Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- K. **Insurance:** The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and business auto coverage of one million per accident naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

One (1) color digital PDF copy of the proposal must be submitted no later than 2:00pm, May 29, 2024. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Laboratory Services for the Wastewater Treatment Plant (WWTP)". Proposals and questions regarding this RFP shall be directed in writing to:

Thaxton Van Belle
Director of Water Reclamation
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
tvanbelle@beaumontca.gov

Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City. All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size.

***DUE DATE FOR QUESTIONS IS May 22, 2024, AT 2:00 PM.**

All questions and answers will be posted on Public Purchase within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs and can provide all the required laboratory testing. Nevertheless, the City reserves the right to make awards to multiple consultants in response to this RFP depending on services offered by each qualified consultant and to make an award to any qualified consultant for a particular laboratory test or tests based on evaluation of each of the proposals. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	15
Demonstrated Professional Skill and Credentials	15
Related Experience	10
Approach to Performing this Type of Service	10
Familiarity with City, County & RWQCB Reporting	10
Cost proposal	40
Total	100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures.

Exhibits

- A. Scope of Services for Laboratory Testing
- B. Sample Professional Services Agreement

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW

EXHIBIT A
Routine Laboratory Testing/Pricing

EXHIBIT B
Sample Professional Services Agreement

Exhibit C
NPDES Permit

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CNA Paramount Excess and Umbrella Liability
Policy Declarations

Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
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

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 2 of 3
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6076281162
Policy Effective Date: 02/01/2024
Policy Page: 13 of 55



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

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.

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 3 of 3

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

Policy No: CUE 6076281162
Policy Effective Date: 02/01/2024
Policy Page: 14 of 55



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.



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 Expiration Date:	Policy No: BUA 7036574348
Endorsement No: 5; Page: 1 of 2			Policy Effective Date: 02/01/2024
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606			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 No: 12; 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: 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.

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

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 Expiration Date:	Policy No: BUA 7036574348
Endorsement Effective Date:		Policy Effective Date: 02/01/2024
Endorsement No: 4; Page: 1 of 1		Policy Page: 47 of 95
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606		



CNA PARAMOUNT

**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.

1002006369072978639072



CNA74987XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: CLINICAL LABORATORY OF SAN BERNARDINO, INC.

Policy No: 6072997663

Endorsement No: 10

Effective Date: 02/01/2024



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



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

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 Expiration Date:

Endorsement No: 2; Page: 1 of 1

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

Policy No: WC 7 36574351

Policy Effective Date: 02/01/2024

Policy Page: 35 of 51

Scope of Service: Laboratory testing services WW treatment plant

Professional Services
Ord. 1160; Chapter 3.02

NTE \$74,999.99 (Approval by CM)

- Quote (submit to City Clerk's Office for next steps)
- Certificate of Insurance**
- Fully Executed Agreement
- Req must be entered & PO issued prior to order being placed.

Over \$75,000

- Formal RFP or approved exception*
- Interviews and selection made (submit to City Clerk's Office for next steps)
- Subcommittee review
- Certificate of Insurance**
- Staff Report for City Council approval
- Fully Executed Agreement
- Req must be entered & PO issued prior to services commencing.

Insurance Requirements for Services

- General Liability (GL) - \$1,000,000/ \$2,000,000
- Business Auto Liability (AL) - \$1,000,000/ \$2,000,000
- Workers Comp (WC) - \$1,000,000
- Professional Liability (PI / E&O) - \$2,000,000
- Additional Insured required for GL & AL
- Waiver of Subrogation required for GL, AL & WC

***Approved Exception List**

- Legal Services
- Emergencies
- No competitive market
- No responses received
- Bidding already completed (Consortium)

Refer to Provisions for Bidding, Contracting and Purchases, Chapter 3.01.-Bidding Requirements
Max 7 years: 5-year w/two 1-year renewals



Staff Report

TO: City Council
FROM: Thaxton Van Belle, Director of Water Reclamation
DATE: June 18, 2024
SUBJECT: Award a Professional Services Agreement with Clinical Laboratory Services Inc. to Provide Laboratory Testing Services for the Wastewater Treatment Plant

Description Award a three-year contract to Clinical Laboratory Services of San Bernardino to provide laboratory testing services for the City's Wastewater Treatment Plant (WWTP) as required to meet federal and state permit requirements.

Background and Analysis:

The City's WWTP and wastewater collection system is permitted by the U.S. Environmental Protection Agency (USEPA) and the State Water Quality Control Board under Order No. R8-2022-0042 and NPDES No. CA0105376 to collect wastewater, treat wastewater, and discharge treated wastewater. The permits require that wastewater from the WWTP be sampled and tested by a certified laboratory that documents the laboratory results to the State Water Quality Control Board per the requirements within the Monitoring and Reporting Program section of the NPDES permit.

The City's existing contract for laboratory testing with Clinical Laboratory Services of San Bernardino, Inc., is expiring on June 30, 2024, after 5 years of service including two 1-year extensions under the terms provided for in the existing contract.

The City issued a request for proposals (RFP) on May 14, 2024. The RFP specified the scope of services, including the specific analyses of wastewater required and the estimated number of tests needed during the course of the fiscal year.

The City received 2 proposals from the following certified laboratory testing firms:

- Babcock Laboratories, Inc.
- Clinical Laboratory Services of San Bernardino, Inc.

Staff evaluated the proposals and ranked each proposal in accordance with the scoring criteria identified in the RFP. The proposal cost for laboratory testing each wastewater constituent was a factor in selecting a certified laboratory firm.

Staff is recommending Clinical Laboratory Services of San Bernardino, Inc. to provide Laboratory Testing Services for the WWTP for a three-year contract paid at the cost per test included in the attached proposal.

Fiscal Impact:

Laboratory Testing Services is estimated at \$88,300 on a projected cost per test analysis as found in the proposal for fiscal year 24/25 and will be paid from account 700-4050-7068-0000.

The cost to prepare this report is estimated at \$150.

Recommended Action:

Award a Professional Services Agreement with Clinical Laboratory Services of San Bernardino, Inc., for a term of three years at the cost per test rates in the attached proposal.

Attachments:

- A. Professional Services Agreement
- B. Proposal by Clinical Laboratory Services of San Bernardino, Inc.
- C. Laboratory Testing Services RFP
- D. Levine Act Statement