

MASTER SERVICE AGREEMENT

THIS AGREEMENT, made as of the **21st day of September 2022**, by and between Babcock Laboratories, Inc., a California Corporation ("PRIME LABORATORY"), 6235 Rivercrest Dr, Suite H, Riverside, CA 92507 and **COUNTY OF HUMBOLDT, Department of Health and Human Services – Public Health**, ("SUB-LABORATORY"), **529 I Street, Eureka, CA 95501**, anticipates the execution of various written Subcontract Orders for various project sites and sets forth the terms and conditions pursuant to which SUB-LABORATORY will provide PRIME LABORATORY with laboratory tests to be performed in accordance with Unit Prices. This agreement is in effect until June 30th, 2025. SUB- LABORATORY shall be certified by the appropriate State authorities for their laboratory services. Each such Order shall be subject to the terms and conditions of this Agreement. The services to be provided are acknowledged by both PRIME LABORATORY and SUB-LABORATORY to be intermittent such that applicable periods for performance of each Subcontract Order shall be defined in each such Subcontract Order.

NOW THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. STATEMENT OF WORK

SUB-LABORATORY shall perform work, as defined by Exhibit A – Scope of Work and Unit Pricing Schedule ("Exhibit A"), detailing SUB- LABORATORY tests to be performed in accordance with Unit Prices. Work shall be assigned by a Subcontract order furnished by the PRIME LABORATORY to the SUB-LABORATORY.

Each Subcontract Order shall specify the type and number of tests to be performed, the time within which test results must be provided, target Analytes and State Form if applicable.

All work shall be reimbursed in accordance with the terms and conditions of the Master Service Agreement between the PRIME LABORATORY and SUB-LABORATORY, and in accordance with the unit rates attached to the Master Service Agreement. Changes in Unit Prices will require a written addendum to the Master Service Agreement.

If PRIME LABORATORY requires SUB-LABORATORY to perform any services independent of the listed services in Exhibit A, said services shall be defined on a Subcontract Order and will be binding to the terms and conditions of this agreement. Any costs for independent services shall amend the Unit Price schedule in Exhibit A.

2. PROJECT SPECIFIC INFORMATION

Project specific information such as but not limited to detection limits, reporting limits, estimated values ("J-flag results"), quality control expectations and final reporting requirements shall be communicated either verbally or via email between the PRIME LABORATORY'S project management team and the SUB-LABORATORY'S project management team.

3. COMMUNICATIONS

SUB-LABORATORY shall direct all communications related to any Subcontract Order to the PRIME LABORATORY. PRIME LABORATORY will be copied on all written communications between SUB-LABORATORY and PRIME LABORATORY'S client, the State Water Resources Control Board, hereinafter referred to as "SWRCB" and informed within 1 business day of any verbal communications. PRIME LABORATORY will not be responsible for any project failures that are a result of SUB-LABORATORY AND SWRCB communicating directly and failing to inform PRIME LABORATORY of the communication details.

4. CORRECTION OF ERRORS

The SUB-LABORATORY is responsible for the technical accuracy of all services and work products furnished by the SUB-LABORATORY under this Agreement. SUB-LABORATORY bears full responsibility for any errors or omissions in the work or for defective work whether done by SUB-LABORATORY or its subcontractor(s) and SUB-LABORATORY shall correct or revise defective work rejected by PRIME LABORATORY without additional compensation and without increasing PRIME LABORATORY's costs.

Defective work means all work that does not conform to Sub-Laboratory's Standard of Care (as defined in Section 13 (c) of this Agreement) and failure to meet any of the project specific requirements known to SUB-LABORATORY prior to the execution of each Subcontract Order.

If SUB-LABORATORY does not correct the defective work rejected by PRIME LABORATORY within the time period as specified by PRIME LABORATORY in writing, PRIME LABORATORY may take over the work and have another LABORATORY perform and complete the work. In such event, SUB-LABORATORY shall be responsible for PRIME LABORATORY's additional costs and expenses, including resampling costs, labor and any additional laboratory fees, and related expenses, within 30 days after it receives PRIME LABORATORY's invoice. All additional costs incurred by the PRIME LABORATORY due to the defective work must be substantiated by the PRIME LABORATORY to the SUB LABORATORY.

Upon resolution of the defective work, PRIME LABORATORY may deduct the cost of defective work from monies owed to SUB- LABORATORY. Any amount owed by SUB-LABORATORY as a result of PRIME LABORATORY's effort to correct SUB-LABORATORY's defective work and any costs incurred by PRIME LABORATORY in collecting such payment shall, notwithstanding any other payment or settlement, constitute a valid claim against the SUB-LABORATORY and its successors, assigns and survivors until paid in full.

5. TERM

This Agreement shall be in effect until June 30th, 2025, from the date set out herein above by PRIME LABORATORY. The PRIME Laboratory, at its sole discretion, may amend this contract to exercise two one-year optional extensions. Either party may terminate this Agreement at any time after the duration of the contract, with or without cause upon thirty (30) days' prior written notice to the other. PRIME LABORATORY may terminate, at any time, with or without cause and in whole or in part, an agreed upon request for services; provided, however, that if PRIME LABORATORY terminates without cause, it shall compensate SUB-LABORATORY for all work performed prior to actual receipt of notice and all of SUB-LABORATORY'S costs and expenses incurred as a result of the termination. If at the time of termination of the Agreement, a PRIME LABORATORY request for services is left outstanding, the terms of this Agreement shall continue to apply to such services until the work is completed, or specifically terminated.

6. OBLIGATIONS

The PRIME LABORATORY and SUB-LABORATORY are hereby mutually bound by the terms of this Subcontract. To the extent the terms of the prime contract between SWRCB and PRIME LABORATORY apply to the work of the SUB-LABORATORY, then the PRIME LABORATORY hereby assumes toward the SUB-LABORATORY all the obligations, rights, duties, and redress that SWRCB under the prime contract assumes toward the PRIME CONTRACTOR. In an identical way, the SUB- LABORATORY hereby assumes toward the PRIME LABORATORY all the same obligations, rights, duties, and redress that the PRIME LABORATORY assumes toward SWRCB under the prime contract. The SUB-LABORATORY is responsible for meeting all obligations and project specific requirements as outlined in Exhibit A Scope of Work of Agreement No 20-043-270 as applicable to the SUB-LABORATORY, as demonstrated in Exhibit B of this Agreement. Any deviations from those terms are either noted in Exhibit A of this Agreement, or stricken in Exhibit B as not applicable.

In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

7. COMPENSATION

PRIME LABORATORY agrees to compensate SUB-LABORATORY in accordance with unit pricing that has been established between SUB-LABORATORY and PRIME LABORATORY. Unit pricing is established in Exhibit A. Any changes to the Unit Price schedule(s), will be made and become an addendum to this agreement via execution of a formal amendment to this agreement.

Billable analyses must be performed within the maximum allowable Holding Time specified by the applicable method. Analyses performed outside the allowable Holding Time may be invoiced only with prior approval from the PRIME LABORATORY and SWRCB.

8. PAYMENT

Invoices will be submitted once final reports have been generated and analyses are completed. Invoice will be approved after PRIME LABORATORY has received the final report from the SUB-LABORATORY. Payment will be made to SUB-LABORATORY in Net 45 days from PRIME LABORATORY’S receipt and approval of SUB-LABORATORY’s invoice.

SUB-LABORATORY shall submit the original invoice, with the Unit Prices determined for each project, to:

Babcock Laboratories, Inc.
Attention: Accounts Payable
P.O. Box 432
Riverside, CA 92502

OR

Email: accountspayable@babcocklabs.com

9. INDEPENDENT PRIME LABORATORY

SUB-LABORATORY shall be fully independent in performing the services and shall not act as an agent or employee of PRIME LABORATORY. As such, SUB-LABORATORY shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any. All means and methods for accomplishment of the work included in each Subcontract Order shall be under the exclusive direction and control of SUB-LABORATORY and PRIME LABORATORY shall have only the right and responsibility to define the result required for each such Order. Nothing included herein may be construed to establish any partnership, joint venture or principal-agent relationship between SUB-LABORATORY and PRIME LABORATORY.

10. SAFETY

SUB-LABORATORY shall place priority on health and safety and shall maintain a safe working environment during the performance of its work. SUB-LABORATORY shall comply with all applicable Federal, State and local workplace safety regulations.

11. SUBCONTRACTED ANALYSIS

Analyses may not be subcontracted without prior written approval by the PRIME LABORATORY. Upon written approval, subcontract work must be performed by a State certified subcontract lab with appropriate insurance and project specific requirements met. Any subcontractor to the SUB-LABORATORY is bound to the applicable terms and conditions of this Agreement and applicable provisions stipulated in any Prime

Agreement held between the PRIME LABORATORY and SWRCB.

12. DOCUMENTATION, RECORDS, AUDIT

SUB-LABORATORY, when requested by PRIME LABORATORY, shall provide PRIME LABORATORY with copies of all documents relating to the services performed, including SUB-LABORATORY analyses, instrument records, or related Quality Assurance documentation on request by PRIME LABORATORY and within 7 calendar days of the written requests for records. SUB-LABORATORY shall maintain true and correct records in connection with each service performed and all transactions related thereto and shall retain all such records for five (5) years after the end of the calendar month in which the last service pursuant to this Agreement was performed. PRIME LABORATORY may, at its expense, from time to time during the term of this Agreement, and at any time after the date the services were performed up to twelve (12) months after the calendar year in which the last services were performed, audit all records of SUB-LABORATORY in connection with all costs and expenses for which it was invoiced. Any error or discrepancy disclosed as the result of such audit shall be promptly corrected and any monies due to either party shall be promptly paid by the other.

13. SUB-LABORATORY WARRANTIES, REPRESENTATIONS AND COVENANTS

SUB-LABORATORY warrants, represents, and covenants as follows:

a. Capabilities: SUB-LABORATORY has the capability, experience, and means required to perform the services contemplated by this Agreement including personnel training and sufficient equipment and qualified personnel to properly handle the kinds of SUB-LABORATORY analyses contemplated hereunder. Services will be performed using personnel, equipment, and material qualified and/or suitable to do the work requested.

b. Performance of Work: SUB-LABORATORY acknowledges that scheduling of its work may be critical to accomplishment of PRIME LABORATORY and PRIME LABORATORY's objectives for each order issued hereunder. Holding Times must be strictly adhered to by SUB-LABORATORY. Accordingly, SUB-LABORATORY shall, upon agreement with PRIME LABORATORY ensure that all necessary equipment, material, and personnel are present at the agreed work location, that equipment is in operating condition at the agreed upon time and location for performance of services together with any back up equipment required in the event of failure of primary equipment.

c. Compliance with Standards: SUB-LABORATORY will perform services hereunder utilizing that degree of skill and care ordinarily exercised by reputable members of SUB-LABORATORY's profession practicing in the same or similar locality at the time of performance ("Standard of Care"), and shall comply with all applicable and existing federal, state, and local laws, regulations, and ordinances.

d. Notice of Violations: SUB-LABORATORY shall notify PRIME LABORATORY if (a) SUB-LABORATORY is served with notice of significant violation of any law, regulation, permit or license which relates to its services hereunder; (b) proceedings are commenced which could lead to revocation of permits, licenses or accreditations which relate to such services; (c) permits, licenses, accreditations, or other governmental authorizations relating to such services are revoked; (d) litigation is commenced against SUB-LABORATORY which could affect such services; or (e) SUB-LABORATORY becomes aware that its equipment or facilities related to such services are not in compliance with applicable laws, regulations, permits, or licenses.

e. Professional Standards: As applicable for the services performed hereunder, SUB-LABORATORY will apply its Standard of Care in performing the services, and endeavor to enable PRIME LABORATORY to meet its objectives at the location(s) specified in each order as the same shall be disclosed to SUB-LABORATORY by PRIME LABORATORY.

14. INDEMNITY

a. **SUB-LABORATORY:** SUB-LABORATORY agrees to indemnify and hold harmless PRIME LABORATORY (including its officers, directors, employees, volunteers and agents) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees actually incurred and reasonable costs of investigation) to the extent resulting from or arising out of (a) failure of SUB-LABORATORY to comply in material respects with federal, state, and local laws and regulations applicable to services undertaken by SUB- LABORATORY hereunder; (b) a material breach by SUB-LABORATORY of warranties hereunder; or (c) any injury or death of any person (including employees and agents of PRIME LABORATORY and SUB- LABORATORY) and damage or loss or destruction of any property (including property of PRIME LABORATORY and SUB-LABORATORY and their respective employees and agents) to the extent resulting from the negligence or willful misconduct on the part of SUB-LABORATORY in performing services pursuant to this Agreement or any Subcontract Order, **provided, however,** that such indemnification shall not apply to the extent any losses, damages, liabilities, or expenses result from, are attributable to, or arise out of (i) any negligence or willful misconduct of PRIME LABORATORY; (ii) any delay attributable to PRIME LABORATORY'S or PRIME LABORATORY'S conduct; or (iii) any breach by PRIME LABORATORY of any warranties or other provisions hereunder except losses, damages, liabilities, or expenses resulting from negligence or willful misconduct by SUB-LABORATORY after arrival at the scene as to which reasonable knowledge was available to SUB-LABORATORY to avoid the incident.

b. **PRIME LABORATORY :** PRIME LABORATORY agrees to indemnify and hold harmless SUB-LABORATORY (including its officers, directors, employees, volunteers and agents) from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees actually incurred and reasonable costs of investigation) to the extent directly resulting from or arising out of (a) any negligence or willful misconduct of PRIME LABORATORY, (b) any condition existing at the site prior to the arrival of SUB-LABORATORY of which SUB-LABORATORY had no actual knowledge and over which SUB- LABORATORY had no control, including the presence of nonconforming hazardous substances; **provided however,** that such indemnification shall not apply to any losses, damages, liabilities, or expenses which result from or arise out of (i) any negligence or willful misconduct of SUB-LABORATORY; (ii) any unjustifiable delay attributable to SUB-LABORATORY'S conduct; or (iii) any breach by SUB-LABORATORY of any warranties hereunder.

15. ACCREDITATION

SUB-LABORATORY shall be accredited to the standard for the tests to be performed and/or meets applicable statutory and regulatory requirements for performing the tests. Accreditation/Certifications shall be submitted to PRIME LABORATORY prior to any work commencing. If SUB-LABORATORY loses accreditation, SUB-LABORATORY must notify PRIME LABORATORY immediately. SUB-LABORATORY is responsible for sending accreditation certificates to PRIME LABORATORY as they renew.

16. INSURANCE

SUB-LABORATORY shall furnish to PRIME LABORATORY insurance certificates listing PRIME LABORATORY as additionally insured and evidencing that it maintains the following coverage's:

| Type | Limits |
|-----------------------|--|
| Workers' Compensation | Statutory Limits |
| General Liability | \$2,000,000 each occurrence, \$2,000,000 general |

aggregate.

Professional Liability Insurance \$2,000,000 each occurrence, \$2,000,000 annual aggregate.

Pollution/Environmental Insurance \$1,000,000 each claim

The certificate of Comprehensive Liability Insurance shall recite and insure (specifically or by noting existence of "Blanket Contractual" provisions included in the policy) all contract work performance hereunder. The certificates shall specify the dates when such insurance expires and shall provide further that PRIME LABORATORY shall be given not less than thirty (30) days written notice before cancellation of or any material change in such insurance. A renewal certificate shall be furnished to PRIME LABORATORY prior to the expiration date of policies noted therein. Such insurance coverage shall be written by carriers satisfactory to PRIME LABORATORY and shall be in effect during the term of this Agreement.

17. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any Order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs, and changes in laws, statutes, regulations or ordinances, and ministerial actions or omissions by regulatory authorities or their representatives, unless such omission or action shall have been caused or contributed to by the responsible party hereunder. This Section 15 shall not include or apply to PRIME LABORATORY'S payment obligations to SUB-LABORATORY under this Agreement or any Subcontract Order.

If any such force majeure condition occurs and continues for a period of more than fourteen (14) days, then the party experiencing such condition shall give prompt written notice to the other party which may then elect to: (1) terminate the affected service requested or any part thereof, (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice is given within thirty (30) days after being notified of the force majeure conditions, the other party shall be deemed to have elected option 2.

18. NOTICE

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by certified mail, return receipt requested, postage prepaid, email or fax to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate. The parties may change their project representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

SUB-LABORATORY

PRIME LABORATORY

| | |
|---|----------------------------|
| Humboldt County Public Health Laboratory Attn: Pepper Stockton, Lab Director | Babcock Laboratories, Inc. |
| 529 I Street | 6235 River Crest Dr. Ste H |
| Eureka, CA 95501 | Riverside, CA 92507 |

19. ASSIGNMENT

SUB-LABORATORY shall not assign this Agreement but may subcontract small portions of the work to be performed hereunder upon agreement with PRIME LABORATORY. Such agreement shall not unreasonably be withheld. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

20. ATTORNEYS FEES

In the event either party shall file suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement or to enjoin the other party from violating this Agreement, the prevailing party shall be entitled to recover as part of its damages its reasonable legal costs and expenses actually incurred for bringing and maintaining any such action.

21. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of California. Any litigation arising out of or related in any way will be commenced in the Superior Court of California

22. CONSEQUENTIAL DAMAGES & LIMIT OF LIABILITY

Neither SUB-LABORATORY nor PRIME LABORATORY will be liable to the other for any indirect, incidental, special, or consequential damages (including loss of anticipated profits, business interruption, good will or other economic or commercial loss) relating to the services or work rendered.

23. CONFIDENTIAL INFORMATION

SUB-LABORATORY will not disclose to others any confidential information furnished by PRIME LABORATORY in connection with this Agreement. These restrictions do not apply to information that (i) SUB-LABORATORY has in its possession prior to disclosure by PRIME LABORATORY; (ii) becomes public knowledge through no fault of SUB-LABORATORY, (iii) SUB-LABORATORY lawfully acquires from a party not under any obligation of confidentiality to PRIME LABORATORY; or (iv) is independently developed by SUB-LABORATORY. SUB-LABORATORY and its personnel will not publish, in any technical articles or otherwise, information obtained from this Agreement or during performance of work hereunder in a manner that would be identifiable with this Agreement or any Order hereunder without the prior written consent of the PRIME LABORATORY. Notwithstanding the above provisions of Section 21, SUB-LABORATORY may disclose all confidential information contemplated in this Agreement or any Subcontract Order if required by law, pursuant to a court order or decree, judicial process, subpoena, or other act of a governmental body.

24. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by SUB-LABORATORY to PRIME LABORATORY and shall be incorporated in all Subcontract Orders and authorizations unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

25. SEVERABILITY/DISPUTES

Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The validity and effect of this Agreement, its interpretation, operation, and all questions arising with respect to performance shall be determined by PRIME LABORATORY.

In the event a dispute shall arise between the parties to this service agreement, the parties agree to participate in mediation using a third party mediator selected and agreed upon by both parties. The parties agree to share equally in the costs of the mediation.

25. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

By executing this Agreement, PRIME LABORATORY certifies that it is not a Nuclear Weapons Contractor, in that PRIME LABORATORY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. PRIME LABORATORY agrees to notify SUB-LABORATORY immediately if it becomes a Nuclear Weapons Contractor as defined above. SUB-LABORATORY may immediately terminate this Agreement if it determines that the foregoing certification is false or if PRIME LABORATORY subsequently becomes a Nuclear Weapons Contractor.

26. COUNTERPART EXECUTION

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

27. AMENDMENT

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, PRIME LABORATORY and SUB-LABORATORY have caused this Agreement to be executed by their respective duly authorized representatives as of the Contract Date set forth on Page 1.

BABCOCK LABORATORIES, INC.
(PRIME LABORATORY)

COUNTY OF HUMBOLDT
(SUB-LABORATORY)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Exhibits:

Exhibit A - SCOPE OF WORK AND UNIT PRICING SCHEDULE

Exhibit B – STATE WATER RESOURCES CONTROL BOARD AGREEMENT WITH BABCOCK LABORATORIES, NO. 20-043-270 SCOPE OF WORK AND TERMS AND CONDITIONS

**EXHIBIT A
STATE WATER RESOURCES CONTROL BOARD
PROJECT SCOPE OF WORK AND
UNIT PRICING SCHEDULE**

1. FLOWDOWN CLAUSE

As per Section 6. Obligations of the Master Service Agreement, the SUB-LABORATORY is obligated to the terms and conditions of Agreement No. 22-005-270 between the State Water Resources Control Board (Contracting Agency/Owner) and Babcock Laboratories, Inc. (PRIME LABORATORY), as included as Exhibit B.

The SUB-LABORATORY is responsible for meeting all obligations and project specific requirements as outlined in Exhibit A Scope of Work of Agreement No 22-005-270 as applicable to the SUB-LABORATORY. Any deviations from those terms are either not noted below or stricken in Exhibit B as not applicable.

2. WORK TO BE PERFORMED

The SUB-LABORATORY shall ensure that laboratory services are accessible for specific analytical needs and considerations. Please refer to Section 1 Statement of Work of the Master Service Agreement.

A total of up to 6 samples will be analyzed by SUB-LABORATORY from one event at one location along Jolly Giant Creek located in Arcata, California. Any changes to these volumes must be agreed to by both parties with advance notice.

- 6 Bacteroides samples and 6 Colilert samples.
- All sampling collection will be conducted by others; sampling is not the responsibility of the SUB-LABORATORY.
- Samples must be dropped off ideally within six (6) hours of collection, before 4:00pm PST.

3. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Agreement and specific to the State Water Resources Control Board project will be:

| Role | Contact Information |
|-------------------------------|--|
| Contract Manager | Tiffany Gomez Phone (951) 653-3351 ext 134 Email: Gomez@babcocklabs.com |
| Program Coordinator | Allie Guerra Phone: (951) 653-3351 ext 139 Email: AGuerra@babcocklabs.com |
| Director of Client Experience | Urvashi Patel Phone: (951) 653-3351 ext 153 Email: UPatel@babcocklabs.com |

4. LABORATORY PROCEDURES

Upon sample custody transfer, the SUB-LABORATORY shall review the Chain of Custody (COC) or other approved form, to ensure that all information required for laboratory analytical services and data reporting has been recorded. If any information is missing from the COC, the SUB-LABORATORY shall attempt to notify the PRIME LABORATORY’s project manager within forty-eight (48) hours to obtain the missing information.

SUB-LABORATORY shall implement and document corrective actions when issues arise that impact the quality of the data. SUB-LABORATORY shall also respond to requests from PRIME LABORATORY for specific investigations, corrective actions, or verification of corrective action activities from SWRCB related to SUB-LABORATORY’s work. SUB-LABORATORY shall document and provide corrective actions in a Corrective and Preventive Action Report (CPAR) at the request of PRIME LABORATORY within twenty (20) business days of the request.

5. LABORATORY SERVICE AVAILABILITY

SUB-LABORATORY shall provide services between normal business hours: 8 AM – 5 PM PST, closed from 12-1pm for lunch, Monday through Friday, except federal and County holidays.

Samples are not accepted on Fridays.

Please refer to the Unit Pricing Schedule for Reporting Turnaround Times.

6. UNIT PRICING SCHEDULE

Unit Pricing is the “per sample” cost, processed within the SUB-LABORATORY’s normal service hours as defined in this Exhibit.

| Service Type | Unit Price | Reporting Turnaround Times |
|--|------------|---------------------------------|
| Microbial Source Tracking (includes human, ruminant, dog and bird markers) | \$270.00 | SUB-LABPRATORY standard TAT. |
| Total Coliform, E. coli and Enterococcus (2 tray test) | \$75.00 | 72 hours from receipt of sample |

7. LABORATORY ANALYTICAL REPORT(S) – ELECTRONIC DATA DELIVERABLE(S) – (EDDs)

SUB-LABORATORY shall provide PRIME LABORATORY a spreadsheet containing the required data for PRIME LABORATORY to process all electronic data deliverable requirements. Any mention regarding EDD requirements or other reporting requirements not detailed in this Exhibit A listed in Exhibit B shall be the sole responsibility of the PRIME LABORATORY. SUB-LABORATORY is still responsible for meeting all Quality Control requirements and providing the required data to the PRIME LABORATORY.

8. TURNAROUND TIMES

SUB-LABORATORY shall provide analytical results to the PRIME LABORATORY within the turnaround times indicated in Section 6 Unit Pricing Schedule.

Recurrent failure to meet holding time requirements, or to produce analytical results within the turnaround timeframes specified, shall be grounds for termination of the Agreement. The SUB-LABORATORY shall track overall occurrence and evaluate each failure to determine appropriate corrective actions to resolve and prevent the issue from recurring.

Sample Receipt of Chain of Custody: Upon sample receipt by the SUB-LABORATORY, the sample receipt of the chain of custody must be e-mailed to the PRIME LABORATORY’S project manager.

EXHIBIT B
STATE WATER RESOURCES CONTROL BOARD AGREEMENT WITH BABCOCK
LABORATORIES
AGREEMENT NO 22-005-270 SCOPE OF WORK AND TERMS AND CONDITIONS

**STATE WATER RESOURCES CONTROL BOARD AGREEMENT WITH BABCOCK
LABORATORIES
AGREEMENT NO 22-005-270
EXHIBIT A SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. ~~Babcock Laboratories, Inc. (hereinafter referred to as Contractor) agrees to provide the State Water Resources Control Board (State Water Board), along with the Regional Water Quality Control Boards (Regional Water Boards), collectively referred to as "Water Boards", with services as described herein:~~

~~The Contractor shall provide to the Water Boards, Laboratory Analytical Services for: drinking water, surface water, groundwater, wastewater, stormwater, recycled water, sediment, soil, air, and tissue (fish, mussel, etc.) samples provided by Water Boards staff.~~

- B. ~~The services shall be performed Statewide.~~
- C. ~~The Contractor shall provide services between normal business hours: 8 AM – 5 PM PST, Monday through Friday, except federal holidays. Services may be requested outside of these normal business hours as needed. The Water Boards shall communicate the need for expedited services with at least 24 hours' notice, when possible.~~

2. PROJECT REPRESENTATIVES

~~The Project Representatives during the term of this Agreement will be:~~

| State Water Resources Control Board | Babcock Laboratories, Inc. |
|---|---|
| Attention: Chad Fearing, Contract Manager | Attention: Allison Mackenzie, Exec. V.P. |
| Address: 1001 I Street, MS 19B Sacramento, CA 95814 | Address: P.O. Box 432 Riverside, CA 92502 |
| Phone: (916) 341-5546 | Phone: 951-653-3351 x130 |
| Fax: N/A | Fax: N/A |
| E-mail: chad.fearing@waterboards.ca.gov | E-mail: amackenzie@babcocklabs.com |

~~Additional Water Boards contacts/project managers not listed above are identified in a separate attachment (Exhibit A, Attachment II, Water Boards Program Contacts).~~

~~The parties may change their project representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.~~

3. BACKGROUND AND GOALS

- A. The objective of the Water Boards is to implement statewide comprehensive environmental monitoring, assessment, and reporting. In order to accommodate the shipping and holding times needs of the Water Boards offices and programs throughout the state, it is understood that the Contractor shall find appropriate

regional subcontractors.

B. The overall goals of the Water Boards are to:

- 1) Conduct monitoring programs that address all hydrologic units of the state using consistent and objective monitoring, sampling, and analytical methods; consistent data quality assurance protocols; and centralized data management.
- 2) Document water quality conditions in potentially clean and polluted conditions. The scale of these water quality assessments ranges from site- specific to statewide.
- 3) Identify specific water quality problems preventing the Water Boards, and the public from realizing beneficial uses of waters of the state.
- 4) Utilize data to evaluate the overall effectiveness of water quality regulatory programs in protecting beneficial uses of waters of the state.
- 5) Determine the safety of drinking water.
- 6) Collect information to assess compliance at regulated and unregulated facilities.
- 7) Gather evidence for potential enforcement actions.
- 8) Develop and validate new analytical methodologies to meet the monitoring goals.
- 9) Conduct monitoring that meets program-specific needs within the Water Boards, including research or investigatory monitoring.

4. WORK TO BE PERFORMED

4.1 GENERAL

A. STATEWIDE SERVICES

~~The Contractor shall ensure that laboratory services are accessible statewide for specific analytical needs and considerations, including: (1) analyses that require short sample holding times, (2) sample drop-off points for sampling containers that are too large or costly to ship, (3) special sample handling requirements that cannot be met by a shipping service, and (4) allowing for direct shipment of samples from field crews to subcontracting laboratories. The Contractor shall provide services for sample pickup at the Regional Water Board Offices (refer to Exhibit A, Attachment I, Location of Services) or drop off within approximately thirty (30) miles or less of the~~

~~office locations, that will ensure all samples are transported and analyzed within the required holding time.~~

B. COMMUNICATION

1. Point of Contact

~~The Contractor shall identify a dedicated staff person as the main point of contact for Water Boards staff and project manager(s) for all services provided under this Agreement.~~

2. Meetings

~~The Contractor shall attend meetings upon request of the Water Boards Contract Manager, Surface Water Ambient Monitoring Program (SWAMP) Quality~~

~~Assurance (QA) Officer, or the Water Boards QA Officer.~~

3. ~~Communication Plan~~

~~The Contractor shall meet with the Water Boards Contract Manager, and SWAMP and Water Boards QA Officers at the beginning of the contract term for onboarding and training to ensure the terms of this Agreement are understood by the Contractor, and to develop procedures that ensure all requirements of the contract are met. The Water Boards Contract Manager, and SWAMP and Water Boards QA Officers shall work with the Contractor to develop a Communication Plan to be shared with Water Boards staff that outlines protocols for communication, submitting samples, reporting and resolving issues, and submitting results and deliverables.~~

C. ANALYTICAL EQUIPMENT AND SUPPLIES

The Contractor shall provide sample collection containers, preservatives, and shipping containers. The Contractor shall follow the sample container and sample handling guidelines detailed in each project's approved Quality Assurance Planning Document (QA Plan) when providing supplies to field crews and when receiving samples. In the absence of an approved QA Plan for a project, the Contractor shall default to the sample container and sample handling requirements of the method.

D. SHIPPING

~~The Contractor shall be responsible for all costs associated with shipping supplies and samples, including shipping from Water Boards offices to the laboratory; courier services to pick up samples and transport them to laboratories; shipping between laboratories; shipping containers (i.e., coolers), packaging, wet and non-wet ice; and carrier fees. The Contractor shall ensure that shipping services shall meet all applicable sample holding times and sample handling requirements, as specified by the project's QA Plan. The Contractor shall allow for shipping seven (7) days a week and shall make themselves, or a subcontractor, available to receive shipments after~~

~~the laboratory's normal operating hours; should this need arise, the Water Boards will provide advanced notice to the Contractor.~~

~~The Contractor shall, upon request of the Water Board's Project Manager, provide courier services for sample pickup and shipment at field locations specified by the Water Boards Project Manager. Courier services for pickup at field locations shall be billed at an hourly rate, as listed in the Cost Sheet (Exhibit B, Attachment I), and shall not exceed that rate.~~

E. ~~SAMPLE CUSTODY~~

~~The Contractor or subcontractor shall be responsible for maintaining sample custody requirements communicated by the Water Boards Project Managers at the time of sample receipt. The Water Boards Project Manager, at any time, shall include a custody tag with the sampling tag upon submittal to the Contractor for analysis of certain samples, hereinafter referred to as "evidence samples".~~

~~For evidence samples, the following special custody procedures shall be followed:~~

- ~~1. The Contractor shall designate one (1) full-time employee as a sample custodian~~

- ~~and one (1) or more employee(s) as alternate sample custodian(s) to ensure that at least one (1) such custodian shall be available to receive evidence samples.~~
- ~~2. The Contractor shall maintain an area for storage of evidence samples, which, in addition to requirements imposed by other provisions of these specifications, shall be secured from access by any person other than a designated custodian.~~
 - ~~3. From the time of sample submittal to a custodian, evidence samples shall, at all times, remain in the actual, or constructive custody of a designated custodian, or analyst, until released for disposal pursuant to direction of the Water Boards Contract Manager, or designee.~~
 - ~~a. Actual custody shall mean personal and constant control and surveillance over the sample when it is being transported to or from the secured area and during the actual time that analytical services are being performed on the sample.~~
 - ~~b. Constructive custody shall mean those times when the sample is stored in the secured area.~~
 - ~~c. The Contractor shall ensure that all required documentation shall not become separated from the sample until disposition of such documentation is directed by the Water Boards Contract Manager, or designee.~~
 - ~~d. No evidence sample shall be disposed of until verbal authorization is obtained from the Water Boards Contract Manager, or designee.~~

F. LABORATORY PROCEDURES

~~Upon sample custody transfer, the Contractor shall review the Chain of Custody (COC) or other approved form, to ensure that all information required for laboratory analytical services and data reporting has been recorded. If any information is~~

~~missing from the COC, the Contractor shall attempt to notify the field crew responsible within forty-eight (48) hours to obtain the missing information. If the Contractor is not able to get the missing COC information within forty-eight (48) hours, the Contractor shall notify the Water Boards Project Manager and the Water Boards Contract Manager within three (3) business days.~~

G. INSPECTION OF THE LABORATORY

At the request of the Water Boards Contract Manager, SWAMP QA Officer, or the Water Boards QA Officer, the Contractor and any subcontractors shall permit its laboratory facilities to be inspected, and its analytical procedures observed, in order to ensure that all analyses conform to the requirements specified in this Agreement. The Water Boards will provide the Contractor or subcontractor with the particulars of an inspection, including possible timing, scope, frequency, etc. and the visit shall be coordinated between the Water Board and the laboratory. Upon request of the Water Boards Contract Manager or SWAMP or Water Boards QA Officer, the Contractor or subcontractor shall furnish information about any specific analysis, and personnel shall be available to answer any questions appropriate to the capability of the Contractor's or subcontractor's laboratory. The Water Board will ensure that inspection requests include reasonable timelines for the Contractor's and subcontractor's response, and scheduling needs.

H. LABORATORY ANALYTICAL QUALITY CONTROL, VERIFICATION, CORRECTIVE ACTION, AND HOLDING TIME

The Contractor shall comply with the quality control requirements set forth in each of

the most current SWAMP-or Water Boards-approved QA Plans. In the absence of an approved QA Plan for a project, the Measurement Quality Objectives (MQOs) will be specified at the time of sample delivery. At a minimum, the Contractor shall analyze and report data for the applicable quality control samples at the required frequency to establish and verify compliance with the applicable project or program MQOs. If MQOs do not yet exist for a particular analysis, the Contractor shall follow the quality control requirements of the analytical method or the quality control procedures established in the laboratory's Quality Assurance Manual to provide sufficient quality control data to assess precision, accuracy, and sample integrity.

The Contractor shall evaluate the results of the quality control samples and calculations and apply appropriate qualifications to results that do not meet the applicable MQOs (or quality control limits of analytical method or acceptance criteria of laboratory). The Contractor shall apply qualifications to the records following the formatting business rules of the identified database for the samples.

The Contractor shall implement and document corrective actions when issues arise that impact the quality of the data. The Contractor shall also respond to requests for specific investigations, corrective actions, or verification of corrective action activities from the SWAMP or Water Boards QA Officer, the applicable Water Boards Project Manager, or the Water Boards Contract Manager. The Contractor shall document

and provide corrective actions in a Corrective and Preventative Action Report (CPAR) at the request of the SWAMP or Water Boards QA Officer, the applicable Water Boards Project Manager, or the Water Boards Contract Manager within twenty (20) business days of the request. The SWAMP or Water Boards QA Officer will review the report and shall request additional information or actions to be taken. The Contractor shall respond with an amended CPAR within twenty (20) business days of the additional request. Should the Contractor require more time to complete or respond to questions on a CPAR, the Contractor shall request a deadline extension from the Water Boards Contract Manager.

The Contractor shall complete sample analyses within the required holding times for each project. The Contractor shall notify the Water Boards Project Manager, SWAMP or Water Boards QA Officer, and the Water Boards Contract Manager before proceeding with an analysis that will result in a hold time violation. The Contractor shall seek permission from the Water Boards Project Manager before proceeding with the analysis. The Water Boards Project Manager, SWAMP or Water Boards QA Officer, or an approved QA Plan can request analysis or corrective actions that shall result in hold time violations. Under these circumstances, if all other QA requirements have been met in an analysis, the Contractor shall expect payment. The Contractor shall ensure the results have appropriate qualifiers applied and that a comment is included in the Electronic Data Deliverable (EDD) or Laboratory Results Comments providing information prior to data submission.

The Contractor shall ensure the integrity of samples within the Contractor and subcontractor custody. The Contractor shall notify the applicable Water Boards Project Manager, SWAMP or Water Boards QA Officer, and the Water Boards Contract Manager when a sample has been compromised or lost. The Contractor shall obtain permission from the above aforementioned parties before proceeding with an analysis on a compromised sample. Under these circumstances, if all other QA requirements have been met in an analysis, the Contractor shall expect payment. The Contractor shall ensure the results have appropriate qualifiers applied and that a comment is included in the EDD or Laboratory Results Comments providing information prior to data submission.

The Contractor, and any subcontractor, shall participate in any external quality assurance checks on performance arranged or conducted by the Water Boards. These shall include performance or system audits. The Water Boards reserves the right to check on the performance of the Contractor and subcontractor by submittal of performance evaluation samples, requests for records, and onsite inspections.

The Contractor, and any subcontractors, shall comply with the contents of their QA Manual, as approved by SWRCB Environmental Laboratory Accreditation Program (ELAP) and the SWAMP or Water Boards QA Officer. Specifically, the Contractor shall ensure the adequacy of the laboratory quality management system, including the laboratory facilities, qualifications of staff and laboratory, quality assurance program, and standard operating procedures.

I. LABORATORY ANALYTICAL CAPABILITIES

Reporting limits (RLs) represent the lowest quantifiable concentration in a sample, based on the proper application of all method-based analytical procedures and the absence of any matrix interferences and dilutions. For instrumentation methods that use multi-point calibration techniques, the Contractor shall ensure that the RL represents the lowest standard in the calibration curve that meets calibration criteria for that specific analytical technique. For instrumentation that does not require multi-point calibration such as inductively coupled plasma (ICP) or inductively coupled plasma mass spectrometer (ICPMS), a low-level check standard shall be run at the RL.

The Contractor shall document the laboratory's method capability prior to utilizing a method. Method capability is defined as performance of a method detection limit (MDL) study and an initial precision and recovery (IPR) study. The Contractor shall make the method capability documentation available for review upon request from the Water Boards Project Manager, or SWAMP or Water Boards QA Officer.

At a minimum, the Contractor shall achieve RLs specified in each approved QA Plan. In the absence of an approved QA Plan, the Contractor shall request the project's required RLs prior to analysis from the Water Boards Project Manager and cc the SWAMP or Water Boards QA Officer in that e-mail. The Contractor shall notify the Water Boards Project Manager, SWAMP or Water Boards QA Officer, and the Water Boards Contract Manager, and obtain permission from one of those parties before proceeding with an analysis that will not achieve RLs within laboratory blank samples. Dilution of single environmental samples is permitted when required by the method or sample conditions. The Water Boards Project Manager, SWAMP or Water Boards QA Officer, or an approved QA Plan can request analysis or corrective actions that shall result in exceedances of the RLs. Under these circumstances, if all other QA requirements have been met in an analysis, the Contractor shall expect payment. The Contractor shall ensure that results have appropriate qualifiers applied and that a comment is included in the EDD or Laboratory Results Comments providing information prior to data submission.

The Contractor shall report the RL and MDL with each associated result within the EDD. The Contractor shall report any analyte detected between the RL and MDL and apply the applicable result qualifier code following the formatting business rules of the identified database for the samples.

J. LABORATORY ANALYTICAL REPORT(S) – PDF(s)

Laboratory analytical reporting shall include communication of preliminary results via e-mail and a standard Level 2 Laboratory Report. Additional reporting shall be requested on a case-by-case basis prior to commencement of sample analysis as a Level 3 or Level 4 Laboratory Report, described below. Requests for Level 3 or Level 4 reports shall be billed extra, as specified in the Cost Sheet (Exhibit B, Attachment I).

1. Preliminary results – E-mail

The Contractor shall communicate preliminary results via e-mail to the applicable Water Boards Project Manager.

2. Level 2 Laboratory Report – Standard (PDF Laboratory Report)

A Level 2 Laboratory Report shall be the standard PDF laboratory report for all analyses. The Level 2 Laboratory Report shall be e-mailed to the applicable Water Boards Project Manager and the SWAMP or Water Boards QA Officer (via OIMA-Helpdesk@waterboards.ca.gov). The Level 2 Laboratory Report, whether generated by the primary Contractor or a subcontracted laboratory, shall include the following information:

- a. Case narrative
- b. Requestor
- c. Project Code/Region/Program
- d. COC form(s) (including initial sample submission and any interlaboratory transfers)
- e. Sample ID/number
- f. Date and time samples were collected
- g. Date and time samples were received by the laboratory
- h. Analytical, extraction/preparation methods (include EPA or Standard Method numbers where applicable)
- i. Analytical results for all laboratory determinations
- j. Dilution factors, if used
- k. Sample matrix and fraction (total or dissolved)
- l. Date and time samples were prepared/extracted and analyzed
- m. Names and initials of analysts
- n. Analytical results (including detections between the RL and MDL)
- o. RL and MDL
- p. Quality Control Samples and results:
 - Method Blank
 - Laboratory Control Sample (LCS)
 - Laboratory Control Duplicate
 - Matrix Spike (MS) & Duplicate (MSD), where appropriate
 - Sample Replicate, where appropriate
 - Field Quality Control Samples (when included)
- q. Quality Control Performance Criteria
- r. Result qualifiers/flags and definitions (where applicable)
- s. Discussion of any deviations from approved methods
- t. Subcontractor laboratory reports (when applicable).

3. Level 3 Laboratory Report

In addition to the standard Level 2 Laboratory Report, a Level 3 Laboratory Report shall include the following information:

- a. GC/MS Tune
- b. Initial Calibration Verification
- c. Continuous Calibration Verification.

4. Level 4 Laboratory Report

In addition to the Level 3 Laboratory Report, a Level 4 Laboratory Report shall include the following information:

- a. Raw Data
- b. Instrument Logs
- c. Digestion Logs
- d. Chromatograms
- e. Calibration results
- f. Instrument Sequences

~~K. LABORATORY ANALYTICAL REPORT(S) – ELECTRONIC DATA DELIVERABLE(S) – (EDDs)~~

~~The Contractor shall be responsible for the entry or export of analytical and quality control results into the most current EDD template for the database specified by the Water Boards Project Manager. The Contractor shall ensure that the records are complete and accurate, and meet the most current formatting and business rules of the database to which the EDD will be submitted. The Contractor shall include and appropriately report the applicable quality control samples required per batch or per project to establish and verify compliance with the applicable MQOs. The Contractor shall evaluate the results of the quality control samples and apply appropriate qualifications to results that do not meet the applicable MQOs. The Contractor shall apply qualifications to the records following the relevant formatting business rules. The Contractor shall ensure result and/or batch comments include any applicable information about the result. The Contractor shall ensure that results in the EDD correspond to the Laboratory Analytical Report (PDF) in a manner consistent with the format of the EDD.~~

~~The Contractor shall complete submission of EDDs within thirty (30) calendar days of the sample receipt. Should the Contractor require more time to submit the EDD, the Contractor shall request a deadline extension from the Water Boards Contract Manager. EDDs shall be submitted according to the type of data, as described below for surface water (section 4.2.B), groundwater (section 4.3.B), drinking water (section 4.4.B), and special studies (section 4.6). The data type and data flow for EDD submittal will be indicated on the Chain of Custody form.~~

L. TURNAROUND TIMES

The Contractor and subcontractors shall in all cases ensure that sample analysis is completed within timeframes required by approved test procedures, and within United States Environmental Protection Agency (USEPA) required holding times as specified in 40 CFR. The turnaround timeframes for sample analysis are explained in detail in the table below; timeframes begin from the delivery/pick up of samples to submission of the analytical results, unless otherwise noted. The Water Boards Project Manager will mark samples provided for analysis in accordance with, and the

~~Contractor shall provide analytical results to the Water Boards within, the following turnaround timeframe classifications:~~

| Turnaround Timeframe | Telephone or E-mail Results (if requested) Within | Official Report Via E-mail Within |
|---------------------------------|--|--|
|---------------------------------|--|--|

| | | |
|---|--|--|
| Rush (Analyses shall begin upon sample receipt by Contractor)*** | Two (2) hours of analysis completion during business** hours, or within two (2) hours of start of next business day | *Twenty-four (24) Hours of sample receipt by Contractor |
| Urgent (Analyses shall begin upon sample receipt by Contractor) | Ninety-six (96) Hours | *Five (5) Business** Days of sample receipt by Contractor |
| Routine | 10 Business** Days | *Fifteen (15) Business** Days of sample receipt by Contractor |
| EDD submittal | Not applicable | Thirty (30) Calendar Days of sample receipt by Contractor |

~~*For Urgent or Routine analysis of samples that are subcontracted out, the Contractor has two (2) additional business** days for the official report to be e-mailed, unless otherwise preapproved by the Water Boards Contract Manager or designee.~~

~~**Business Hours/Business Days are: 8 AM — 5 PM PST, Monday through Friday, except federal holidays.~~

~~***For Rush analysis of samples, the turnaround time request above will only apply to analyses provided by the primary Contractor, turnaround times for analyses performed by subcontractors will be established on a case-by-case basis.~~

~~The Contractor shall request an extension of the turnaround timeframes by submitting via e-mail a formal written request to the Water Boards Contract Manager or designee on a case-by-case basis if there are extenuating circumstances. The Water Boards Contract Manager must receive the written request for an extension within one (1) hour of sample receipt for Rush requests and within five (5) business** days of sample receipt for Routine requests.~~

~~Recurrent failure to meet holding time requirements, or to produce analytical results within the turnaround timeframes specified, shall be grounds for termination of the Agreement. The Contractor shall track overall occurrence and evaluate each failure to determine appropriate corrective actions to resolve and prevent the issue from recurring.~~

- ~~1. Sample Receipt of Chain of Custody: Upon sample receipt by the Contractor laboratory, the sample receipt of the chain of custody must be e-mailed to the Water Boards Contract Manager and the Water Boards Project Manager listed on the chain of custody.~~

- ~~2. Rush: In an emergency situation (e.g., spill, wildfire) where conditions shall pose a threat to public health, the Water Boards Project Manager shall request a Rush turnaround time frame of sample analyses. The Water Boards Project Manager shall contact the Contractor prior to sample delivery or shipment. The Water Boards Project Manager must request Rush turnaround time on the COC form. The Contractor shall begin Rush analyses immediately upon receipt. For rush turnaround timeframes, the Contractor shall provide verbal results by telephone or e-mail of such analyses within two (2) hours of sample analysis completion, or for methods where this turnaround timeframe is unachievable, the Contractor shall call the Water Boards Contract Manager to negotiate a timeframe to complete and submit sample analysis.~~

~~If the samples are analyzed during non-normal business hours, results shall be submitted within two (2) hours of the start of the next business day by the Contractor. The official analytical report shall be e-mailed to the Water Boards Contract Manager and the Water Boards Project Manager listed on the COC form within twenty-four (24) hours of sample analysis completion.~~

- ~~3. Urgent: For Urgent analytical requests, the Contractor shall initiate analysis immediately upon receipt, complete the analysis, and if requested provide the Water Boards Project Manager verbal results of the analyses by telephone or e-mail within ninety-six (96) hours of sample receipt by the Contractor. The official analytical report shall be e-mailed to the Water Boards Contract Manager and the Water Boards Project Manager listed on the COC form within five (5) business days of sample receipt.~~
- ~~4. Routine: For Routine analytical requests, test results shall be available by telephone or e-mail within ten (10) business days from date of sample receipt by the Contractor. The official analytical report shall be e-mailed to the Water Boards Contract Manager and Water Boards Project Manager listed on the COC form within fifteen (15) business days of sample receipt by the Contractor.~~
- ~~5. EDD Submittal: For EDD submittal, the Contractor shall ensure that electronic data files are prepared in an acceptable format, per the formatting and business rules of the data system as described below for surface water (section 4.2.B), groundwater (section 4.3.B), drinking water (section 4.4.B), and special studies (section 4.6). Furthermore, the Contractor shall submit this data to the Water Boards within thirty (30) calendar days of sample receipt by the Contractor. For Rush, Urgent, or Routine analysis of samples, the Contractor shall be paid at the rates listed by the Contractor in Exhibit B, Attachment I, Cost Sheet.~~

M. LABORATORY DOCUMENTATION, RECORDS, AND RETENTION

The Contractor shall retain bench sheets, calibration logs, raw data, and other documentation for five (5) years following the final invoice of this Agreement. The Contractor shall make those records available for review at the request of the Water Boards Contract Manager or SWAMP or Water Boards QA Officer.

N. DISPOSAL OF SAMPLES

The Contractor shall be responsible for appropriate disposal of all samples when the analyses and reporting are successfully completed. The Contractor shall dispose of samples as per the Contractor's disposal policy unless a written request, from the Water Boards Contract/Project Manager, has been received by the Contractor to hold specific samples for a longer duration.

~~O. SUBCONTRACTING OF LABORATORY ANALYSIS~~

~~If the Contractor deems it necessary to subcontract a particular sample analysis to meet project, sample, or drop-off requirements, the Contractor is responsible for ensuring that the Subcontractor meets the same qualifications as those of the Contractor, including all appropriate certifications and accreditations. The Contractor shall ensure that custody requirements, holding and turnaround times, and reporting~~

~~level requirements are maintained by the Subcontractor. In the event the Contractor subcontracts the analysis of a sample to another laboratory, the Contractor shall include a COC with the subcontracted samples. The Contractor shall ensure the COC includes all the elements required for EDD submittal. The Contractor shall send a copy of the COC to the Water Boards Project Manager and Water Boards Contract Manager for sample tracking and invoicing purposes.~~

~~In the event that the Contractor cannot provide analytical services meeting the specifications of the Water Boards (e.g., analytical methods, reporting limits, holding times, submission dates, etc.), the Contractor shall be required to subcontract the work to another laboratory that can meet the specifications. In such cases, the Contractor shall charge the Water Boards the same per sample rates identified in Exhibit B, Attachment I: Cost Sheet.~~

P. METHOD DEVELOPMENT, VALIDATION, AND CERTIFICATION

The SWAMP or Water Boards QA Officer shall request development of methods for new analytes, using new or different instrumentation, or to achieve lower reporting limits. Method development tasks shall include method development, method verification/validation, participating in or facilitating intercalibration studies, and requesting accreditation of methods through SWRCB-ELAP, if necessary. The Contractor shall work with the SWAMP or Water Boards QA Officer to determine the needs, requirements, appropriate path and timeline forward for each request.

Q. TESTING NEW DATA SYSTEMS

~~The Water Boards shall develop a new data system during the contract term and the SWAMP or Water Boards QA Officer shall request that the Contractor participate in testing the workflow from the Contractor's Laboratory Information Management System (LIMS) to the new data systems. The Contractor shall participate in meetings to discuss the development of the new data system and testing results.~~

4.2 SURFACE WATER AMBIENT MONITORING PROGRAM

A. Surface Water Analyses

The Contractor and any subcontractor(s) shall possess and maintain SWRCB-ELAP accreditation to perform general analytical laboratory support of the Water Boards SWAMP projects and other surface water projects for methods within the field of testing that the laboratory performing the analysis is accredited for. The Contractor shall conduct analyses for water, sediment, and tissue (fish, mussel, oyster, etc.) samples provided by SWAMP members and other Water Boards staff, using established analytical methods for analytes identified an approved QA Plan that meet the project's required RLs and required MQOs (see Section 4.1.H). In the absence of an approved QA Plan for a project, the Contractor shall use their best judgment in selecting the best standard test methods that can reach the requested Reporting Levels, and can meet the standard MQOs, for which they are certified. The Contractor shall ensure analyses and determinations shall be performed by qualified personnel in accordance with that accreditation.

The Contractor shall comply with the quality control requirements set forth in each of the most current approved QA Plans. In the absence of an approved QA Plan for a project, the Contractor shall meet the SWAMP Programmatic MQOs. If the SWAMP programmatic MQOs are unable to be met by the methodology requested by the Water Boards Project Manager, the Contractor shall consult the SWAMP QA Officer prior to

conducting an analysis.

The Contractor shall ensure that any modifications of a method comply with the Alternate Test Procedures (ATP) requirements under the CFR, Title 40, Parts 136.4 and 136.5.

For parameters and/or methods not addressed in an approved QA Plan, the Contractor shall analyze samples using the most current editions of the following references:

- Environmental Protection Agency (EPA),
- Standard Methods for the Examination of Water and Wastewater,
- Annual Book of American Society of Testing and Materials (ASTM) Standards,
- Official Methods of Analysis of Association of Analytical Communities (AOAC) International or

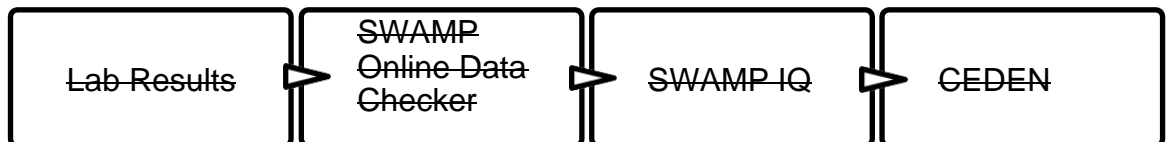
- Other methods (upon approval of the SWAMP QA Officer at the Water Boards.)

B. Surface Water Data Flow

The Contractor shall be responsible for the entry or export of analytical and quality control results into the most current SWAMP Chemistry Data Delivery Template provided by the SWAMP Information Management and Quality Assurance Center (SWAMP IQ). The Contractor shall ensure that the records are complete and accurate and meet the most current SWAMP formatting and business rules within the SWAMP Chemistry Data Delivery Template Standard Operating Procedures (SOP).

The Contractor shall include and appropriately report the applicable quality control samples required per batch or per project to establish and verify compliance with the applicable MQOs. The Contractor shall evaluate the results of the quality control samples and apply appropriate qualifications to results that do not meet the applicable MQOs. The Contractor shall apply qualifications to the records following the SWAMP formatting and business rules. The Contractor shall ensure result and/or batch comments include any applicable information about the result.

~~The data flow for surface water results is illustrated below. The data flow is that the Contractor submits the laboratory results through the [SWAMP Online Data Checker](#), or other future resources, as requested by the Water Boards Contract Manager, and then the data is received by the Water Board SWAMP IQ staff for data verification and validation. The SWAMP IQ staff then load the data into the California Environmental Data Exchange Network (CEDEN) database.~~



~~Evidence results shall not require electronic data delivery in some cases and data reporting requirements for evidence results will be determined on a project-by-project basis by the Water Boards Project Manager.~~

~~4.3 GROUNDWATER AND CLEANUP PROGRAM~~

~~A. Groundwater and Cleanup Analyses~~

~~The Contractor and any subcontractor(s) shall possess and maintain SWRCB-ELAP accreditation to perform general analytical laboratory support of the Water Boards Groundwater and Cleanup projects for methods within the field of testing that the laboratory performing the analysis is accredited for. The Contractor shall conduct analyses for water, soil, and air samples provided by the Water Boards staff using established analytical methods for analytes identified in an approved QA Plan that meet the project's required RLs and required MQOs (see Section 4.1.H). In the~~

~~absence of an approved QA Plan for a project, the Contractor shall use their best judgment in selecting the best standard test methods that can reach the requested Reporting Levels, and can meet the standard MQOs, for which they are certified. The Contractor shall ensure analyses and determinations shall be performed by qualified personnel in accordance with that accreditation.~~

~~The Contractor shall comply with the quality control requirements set forth in each of the most current approved QA Plans. If the MQOs are unable to be met by the methodology requested by the Water Boards Project Manager, the Contractor shall consult the Water Boards Project Manager prior to conducting an analysis.~~

~~The Contractor shall ensure that any modifications of a method comply with the ATP requirements under the CFR, Title 40, Parts 136.4 and 136.5.~~

~~For parameters and/or methods not addressed in an approved QA Plan, the Contractor shall analyze samples using the most current editions of the following references:~~

- ~~• The USEPA publication "Selected Analytical Methods for Environmental Remediation and Recovery (SAM),"~~
- ~~• The USEPA publication SW-846 entitled "Test Methods for Evaluating Solid Waste: Physical/Chemical Methods Compendium,"~~
- ~~• Annual Book of American Society of Testing and Materials (ASTM) Standards,~~
- ~~• Official Methods of Analysis of Association of Analytical Communities (AOAC) International or~~
- ~~• Other methods (upon approval of the Water Boards Project Manager).~~

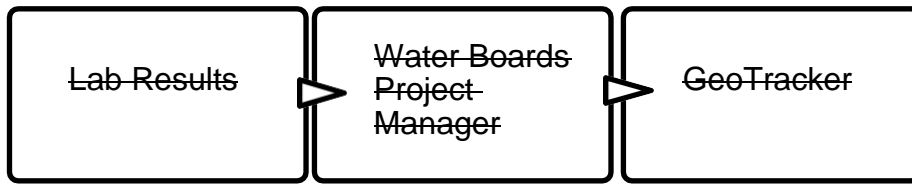
~~B. Groundwater and Cleanup Data Flow~~

~~The Contractor shall be responsible for the entry or export of analytical and quality control results into the [Electronic Deliverable Format™ \(EDF\)](#). The Contractor shall ensure that the records are complete and accurate and meet the most current formatting and business rules of the EDF.~~

~~The Contractor shall include and appropriately report the applicable quality control samples required per batch or per project to establish and verify compliance with the applicable MQOs. The Contractor shall evaluate the results of the quality control samples and apply appropriate qualifications to results that do not meet the applicable MQOs. The Contractor shall apply qualifications to the records following the EDF formatting and business rules. The Contractor shall ensure result and/or batch comments include any applicable information about the result.~~

~~The data flow for groundwater results is illustrated below. The data flow is that the~~

Contractor submits the laboratory results to the Water Boards Project Manager for upload to the GeoTracker database via e-mail to Geo.Tracker@waterboards.ca.gov.



4.4 DRINKING WATER PROGRAM

A. Drinking Water Analyses

The Contractor and any subcontractor(s) shall possess and maintain SWRCB-ELAP accreditation to perform general analytical laboratory support of the Water Boards drinking water monitoring projects for methods within the field of testing that the laboratory performing the analysis is accredited for. The Contractor shall conduct analyses for water samples provided by the Water Boards staff using established analytical methods for analytes identified in an approved QA Plan that meet the project's required RLs and required MQOs (see Section 4.1.H). In the absence of an approved QA Plan for a project, the Contractor shall use their best judgment in selecting the best standard test methods that can reach the requested RLs, and can meet the standard MQOs, for which they are certified. The Contractor shall ensure analyses and determinations shall be performed by qualified personnel in accordance with that accreditation.

The Contractor shall comply with the quality control requirements set forth in each of the most current approved QA Plans. If the MQOs are unable to be met by the methodology requested by the Project Manager, the Contractor shall consult the SWAMP QA or Water Boards QA Officer prior to conducting an analysis.

The Contractor shall ensure that all methods comply with the requirements of the Safe Drinking Water Act, National Primary Drinking Water Regulations, and National Secondary Drinking Water Regulations under CFR, Title 40, Parts 131 and 143. The Contractor shall ensure that any modifications of a method comply with the alternate test method requirements under the CFR, Title 40, Part 141.29.

For parameters and/or methods not addressed in an approved QA Plan, the Contractor shall analyze samples using the most current editions of the following references:

- Environmental Protection Agency (EPA);
- Standard Methods for the Examination of Water and Wastewater;
- Annual Book of American Society of Testing and Materials (ASTM) Standards;
- Official Methods of Analysis of Association of Analytical Communities (AOAC) International or
- Other methods (upon approval of the or Water Boards QA).

B. Drinking Water Data Flow

The Contractor shall be responsible for the entry or export of analytical and quality

control results in the format requested by the Water Boards Project Manager at the time of sample submission. The Contractor shall ensure that the records are complete and accurate and meet the requested formatting and business rules.

~~The Contractor shall include and appropriately report the applicable quality control samples required per batch or per project to establish and verify compliance with the applicable MQOs. The Contractor shall evaluate the results of the quality control samples and apply appropriate qualifications to results that do not meet the applicable MQOs. The Contractor shall ensure result and/or batch comments include any applicable information about the result.~~

4.5 OTHER PROGRAMS

~~The Water Boards shall request analytical services in support of other programs including, but not limited to, cannabis cultivation, forestry, stormwater, irrigated agriculture, land disposal, non-point source pollution planning, National Pollutant Discharge Elimination System (NPDES), oceans and beaches, and recycled water.~~

~~A. Analyses~~

~~The Contractor and any subcontractor(s) shall possess and maintain SWRCB-ELAP accreditation to perform general analytical laboratory support of the Water Boards monitoring projects for methods within the field of testing that the laboratory performing the analysis is accredited for. The Contractor shall conduct analyses for samples provided by the Water Boards staff using established analytical methods for analytes identified in an approved QA Plan that meet the project's required RLs and required MQOs (see Section 4.1.H). In the absence of an approved QA Plan for a project, the Contractor shall use their best judgment in selecting the best standard test methods that can reach the requested RLs, and can meet the standard MQOs, for which they are certified. The Contractor shall ensure analyses and determinations shall be performed by qualified personnel in accordance with that accreditation.~~

~~For parameters and/or methods not addressed in an approved QA Plan, the Contractor shall analyze samples using the most current editions of the following references:~~

- ~~● Environmental Protection Agency (EPA),~~
- ~~● Standard Methods for the Examination of Water and Wastewater,~~
- ~~● Annual Book of American Society of Testing and Materials (ASTM) Standards,~~
- ~~● Official Methods of Analysis of Association of Analytical Communities (AOAC) International or~~
- ~~● Other methods (upon approval of the Water Boards QA Officer).~~

~~B. Data Flow~~

~~The Contractor shall be responsible for the entry or export of analytical and quality control results in the format requested by the Water Boards Project Manager at the time of sample submission. The Contractor shall ensure that the records are complete and accurate and meet the requested formatting and business rules.~~

~~The Contractor shall include and appropriately report the applicable quality control samples required per batch or per project to establish and verify compliance with the applicable MQOs. The Contractor shall evaluate the results of the quality control samples and apply appropriate qualifications to results that do not meet the applicable MQOs. The Contractor shall ensure result and/or batch comments include any applicable information about the result.~~

4.6 SPECIAL STUDIES

~~Special studies shall include evidence gathering, research, investigatory studies and other analyses that shall be requested to meet the goals of the Water Boards. Some special studies shall require analytical services within a certain location due to sample handling and/or hold times.~~

~~At the request of a Water Boards Project Manager or the SWAMP or Water Boards QA Officer, or as specified by each approved QA Plan, the Contractor shall work with the Water Boards to determine the most suitable plan for providing services. The Contractor shall use the services outlined in Exhibit B, Attachment I, Cost Sheet, or internally developed methods, modified methods, or other methods not offered for accreditation by SWRCB's ELAP, to meet the project's required analytical needs (e.g., RLs, non-targeted analyses, unique matrices or extractions, required MQOs, or other specialized requirements). The Contractor shall obtain prior approval from the SWAMP or Water Boards QA Officer for any specialized analytical work not shown in Exhibit B, Attachment I, Cost Sheet, and not within an approved QA Plan. The Contractor shall bill for specialized work at the rate identified in Exhibit B, Attachment I, Cost Sheet. The Contractor shall demonstrate method capability (see Section 4.1.1) when using non-certifiable methods or modifications.~~

**STATE WATER RESOURCES CONTROL BOARD AGREEMENT WITH BABCOCK
LABORATORIES
AGREEMENT NO 22-05-270
EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of

perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the

Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public

agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**STATE WATER RESOURCES CONTROL BOARD AGREEMENT WITH BABCOCK
LABORATORIES
AGREEMENT NO 22-005-270
EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **DISPUTE RESOLUTION PROCESS:** Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall remain the property of the State. The Contractor shall have the right to reproduce, publish, and use all such work, or any part thereof, upon the written authorization of Water Boards. The Water Boards reserve the right to reproduce, publish, and use such work, or any part thereof.
3. **ACCESSIBLE CONTENT REQUIREMENTS:**

The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

If the Contractor provides any electronic or information technology, or related services, under this Agreement, the Contractor shall respond to and resolve any complaint brought to the attention of the Contractor regarding the accessibility of its products or services.

- ~~4. EVALUATION OF CONTRACTOR: The Contractor's performance under this Agreement shall be evaluated within thirty (30) days after completion. For this purpose, a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send a statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)~~
5. CONTRACTOR'S RIGHTS AND OBLIGATIONS: Public Contract Code Sections 10335-10381 contains language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code. As required by Public Contract Code Section 10371(e)(2), résumés attached hereto and by this reference are incorporated herein.
6. PERMITS, WAIVER, REMEDIES AND DEBARMENT: The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the Water Boards provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

In addition, the Contractor shall not subcontract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized. The Contractor shall not subcontract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized.

The State Water Board's List of Disqualified Businesses and Persons is located at:

http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml

7. TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates and rules currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Local government agency, education and special districts will pay travel time and per diem according to their respective statutory requirements. No travel outside the state of California shall be reimbursed without prior authorization from the Water Boards. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

8. INSURANCE REQUIREMENTS:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the Water Board within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the Water Boards may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the Water Boards.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the Water Boards must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.
- 8) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 9) Satisfying an SIR - All insurance required by this contract must allow the State to pay

and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

- 10) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the Water Boards equal to policies, coverages, and limits required of the Contractor.

B. Insurance Coverage Requirements

The Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability – The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability – The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability – The Contractor shall maintain pollution liability for

limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

9. CANCELLATION / TERMINATION WITHOUT CAUSE: In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

Termination Process (for both Terminations for Cause and Terminations without Cause):

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- c. Terminate all orders and Subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;
- e. Deliver or make available to the Water Boards all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this Agreement prior to the effective date of termination.

10. COMPUTER SOFTWARE: Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water

Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to the Contractor. As a result, the Water Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.

12. PROHIBITION OF FOLLOW-ON CONTRACTS: No Contractor or subsidiary thereof who has been awarded a consulting services Contract may submit a bid for, nor be awarded a Contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services Contract. (PCC 10365.5)

FORCE MAJEURE: Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.