



# Request for Proposal

## Sludge Hauling Services for the Wastewater Treatment Plant

Proposal Due: June 8, 2026 by 2:00 p.m.

Big Bear Area Regional Wastewater Agency  
121 Palomino Drive  
P.O. Box 517  
Big Bear City, CA 92314

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## **Section 1 – General Instructions and Information for Contractors**

### **Introduction**

The Big Bear Area Regional Wastewater Agency (Agency) is requesting proposals from qualified firms interested in providing Sludge Hauling Services for the Agency's Wastewater Treatment Plant (WWTP) located at 122 Palomino Drive, Big Bear City, CA 92314.

All services provided by the Contractor shall be performed by individuals who meet the qualifications, certification, and licensing requirements. The Contractor must be duly qualified and currently authorized and licensed to lawfully transport sludge material. Contractor must meet all EPA 503 biosolids requirements and any applicable local and state biosolids regulations. The Contractor shall ensure that all receiving facilities and land application sites meet applicable regulatory requirements and shall provide documentation demonstrating compliance. The successful Contractor shall also have the resources to provide cost-effective and timely services to the Agency.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the Agency, the selected firm will provide Sludge Hauling Services for the WWTP as described in this RFP.

### **Background**

The local area is a four-season resort destination in the San Bernardino Mountains of Southern California. The economy is driven by tourists and a large, part-time population of second-home owners. The Agency provides wastewater collection and treatment services to approximately 25,000 residential and commercial customers throughout the area. The Agency operates one wastewater treatment plant.

### **Proposal Submission**

Three (3) bound copies of the completed proposal should be mailed in a sealed envelope titled, "Name of Contractor," and "Sludge Hauling Services for the Wastewater Treatment Plant," to Bridgette Burton, Assistant General Manager/Board Secretary at 121 Palomino Drive, P.O. Box 517, Big Bear City, CA 92314. Bid Proposals must be received by the Agency no later than 2:00 p.m. on June 8, 2026. Late proposals will not be accepted. Proposals will not be publicly opened. Once the review and scoring of all proposals has been completed, a tabulation of proposals' scores will be available. Proposal submittals and scores become public information after the Notice of Award is issued. Incomplete proposals will not be considered.

Failure to use the forms provided within the RFP package will result in an incomplete proposal. Bidders are to complete the following RFP documents and include them in the proposal package:

- Attachment A: Cost Proposal
- Attachment B: Proposal Requirements
- Attachment C: Certification of Acceptance of Terms of Agreement
- Attachment D: Non-Collusion Declaration
- Attachment E: Contractor’s Certificate Regarding Workers’ Compensation
- Attachment F: Fleet Compliance Certification

These forms are provided in Section 3.

**Request for Proposals (RFP) Timeline:**

<b>Event</b>	<b>Projected Date</b>
RFP advertisement, available on website	May 14, 2026
Pre-RFP Mandatory Meeting and Site Tour – 10 a.m.	May 26, 2026
Request for Clarification deadline – 2 p.m.	May 29, 2026
Addendum issued and available on website	June 2, 2026
<b>Proposal Due Date – 2 p.m.</b>	<b>June 8, 2026</b>
Interviews (at Agency’s discretion)	June 29 – July 10, 2026
Selection of Contractor	July 22, 2026

The above scheduled dates are tentative and the Agency retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the Agency to award an Agreement for the above-described services and the Agency retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

**Contractor Selection Criteria**

The Agency will be awarding this contract using a “Best Value” methodology including evaluation of price and responses to technical questions, including a review of references. Points will be based on the following categories:

The Agency will evaluate and rank proposals based on the 100-point selection criteria below.

<b>Criteria</b>	<b>Points</b>
Understanding the Scope of Services	10 points
Demonstrated Professional Skill and Credentials	10 points
Related Experience	10 points
Approach to Performing this Type of Service	10 points
Contractor meets all EPA 503 Biosolids Requirements	10 points
Cost Proposal	50 points
<b>Total Possible Points</b>	<b>100 points</b>

## **Term of Agreement and Initial Amount of Agreement**

The anticipated start date for the new Agreement is September 1, 2026 and the anticipated Agreement is for a term of three (3) years with the possibility of up to an additional two (2) - one-year extensions.

## **Examination of Contract Documents**

Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) documents, Agreement, and specifications. Submission of a proposal constitutes acknowledgment of the terms of this provision.

## **Mandatory Pre-RFP Meeting**

A mandatory pre-RFP meeting and site tour will be held on May 26, 2026 at 10:00 a.m. at 121 Palomino Drive, Big Bear City, CA 92314.

## **Submittal of Written Questions regarding the RFP**

All questions regarding this RFP shall be submitted in writing to Bridgette Burton at [bburton@bbarwa.org](mailto:bburton@bbarwa.org) no later than 2:00 p.m. on May 29, 2026. The Agency will respond to all questions via an Addendum to be posted to the Agency website.

## **Addenda**

Any addenda issued by the Agency prior to the due date and time shall constitute part of the contract documents. The Agency reserves the right to issue addenda prior to the due date and time. All addenda will be posted on the Agency's website, <https://www.bbarwa.org/rfps-rfqs-procurement> and emailed to those who have requested to be placed on the Bidder's List. It is the responsibility of the bidder to check for any addenda. Addenda must be acknowledged and included in the Bid Proposal.

## **Required Licenses**

The successful Contractor and any subcontractor(s) must possess a current and valid California license(s) in the classification(s) required by law to perform the work. The Contractor and any subcontractor shall provide evidence of such license to the Agency.

## **Insurance**

If awarded the contract, the Contractor shall procure and provide proof of the insurance coverage required in Exhibit A: General Services Agreement.

## **CARB Requirements**

The California Air Resources Board (CARB) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (Regulation) which are effective on January 1, 2024 and apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of

equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Agreement. Bidders must provide, with their bid, copies of bidder's and all listed subcontractors most recent, valid Certificate of Reported Compliance (CRC) issued by CARB. Failure to provide valid CRCs as required herein may render the bid non-responsive.

## **Taxes**

The proposal price shall include all applicable federal, state, and local taxes.

## **Permits**

Contractor shall be responsible for obtaining, at its sole expense, for itself and any of its subcontractors, any licenses, permits, or approvals required from any governmental entity to provide the services detailed in this RFP.

## **Withdrawal of Proposals**

The Proposal may be withdrawn by the bidder prior to the time fixed for the opening of proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the Agency's consent.

## **Bid Protest**

Bidders may file a "protest" of a Bid with the Agency's General Manager. In order for a bidder's protest to be considered valid, the protest must:

- a. Be filed in writing within five (5) calendar days after the bid opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific Agency staff determination or recommendation being protested;
- d. Specify in detail the grounds for protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the Agency may reject the protest without further review.

If the protest is timely and complies with the above requirements, the Agency's General Manager, or other designated Agency staff member, shall review the protest, any response from the challenged bidder(s), and all other relevant information. The General Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a

failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

### **Rejection of Bids and Award of Contract**

The Agency reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Agreement will be awarded by the Governing Board, if at all, within 60 calendar days after reviewing proposals based on the proposal most advantageous to the Agency.

### **Execution of Agreement**

The successful Contractor will be expected to execute a formal Agreement with the Agency for the provision of the requested services set forth in Exhibit A: General Services Agreement. Submission of a signed proposal will be interpreted to mean bidder has agreed to all terms and conditions set forth in the pages of this RFP and the standard provision included in Exhibit A. Bidder must submit any and all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Bidder should note that the submittal of an exception does not obligate the Agency to revise the terms of this RFP or any resulting agreement. The Agency will not consider any exceptions that are not identified in the proposal. The Agency reserves the right to negotiate with the selected bidder to amend services to meet the Agency's financial requirements.

### **Temporary Suspension of Services**

The Agency's need for services may be suspended due to unforeseeable OR unavoidable circumstances beyond its control. Such circumstances include, but are not limited to earthquake, fire, explosion, flood or other natural catastrophe; governmental legislation, condemnation, acts orders, or regulation; war or acts of terrorism, strikes or labor difficulties; and quarantine, epidemic or pandemic. The Agency shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific Agency facilities. The Agency reserves the right to request which Agency facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances, and the level of service at each Agency facility. Upon suspension, the Contractor shall submit to Agency an itemized statement of services performed for which compensation has not been paid up to the date of suspension. The Agency shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for Contractor to commence providing services.

### **Public Records Act**

All responses to this RFP will become public records after notice of intent to award under the California Public Records Act (Cal. Government Code section 7920.000 et seq.). All documents that you send to the Agency will be subject to disclosure if requested by a member of the public. In addition, each bidder acknowledges that all documentation and materials submitted will remain the property of the Agency. Although the California Public Records Act recognizes that certain

confidential trade secret information may be protected from disclosure, the Agency may not be in a position to establish that the information that a bidder submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Do not mark your entire proposal as “confidential.” If a request is made for information marked “Confidential,” “Trade Secret” or “Proprietary,” the Agency will provide bidders who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The Agency will not be responsible for any legal or other costs incurred by bidders seeking to shield a portion of their proposal from public disclosure.

### **Incurred Costs**

The Agency is not responsible for any costs incurred by a company responding to this RFP.

## **Section 2 – Scope of Work and Special Provisions**

It is the intent of the Agency to identify and establish a long-term partnership with a highly qualified Contractor. To achieve the best level of service, the Agency believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

### **Scope of Work**

Contractor shall collect, pick-up, haul, transport, dispose of and/or compost or use for other beneficial purposes all (100%) of the Agency's sludge and biosolids processed at the WWTP. The estimated yearly tonnage is approximately 4,500 to 5,000 tons.

The Agency will supply dewatered biosolids from a belt press located at the WWTP. The material will be dewatered to a minimum of 14% solids and loaded into trailers by Agency staff. The loading of sludge will occur from an on-site hopper and topped off with a loader or loaded on-site from a stored material building by Agency staff. The Contractor accepts the ultimate responsibility for protecting each load. Contractor is to inspect each load prior to sealing the trailer and install load locks if necessary for safe, damage-free transportation. Contractor will provide weight/scale tickets, at Contractor's expense, for each load transported and delivered.

The Contractor can expect up to four (4) trucks per week on average. There will be a 45-minute loading window. The number of trucks per week may vary due to unforeseen weather conditions (i.e., heavy rain or snow), road closures, or other events outside of the Agency's control.

Contractor and its subcontractors must comply with all California and federal law, rules, regulations, or orders applicable to the collecting, hauling, transporting, disposal and/or composting or other beneficial use of sludge and biosolids processed at the WWTP, including but not limited to the terms and conditions of the Agency's existing permits: <https://www.bbarwa.org/operations>.

It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate equipment and vehicles necessary during hours of operation. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the Agency, local, state, and federal governments, as well as all other requirements of the law.

### **Term of Service**

The term of the Agreement will be from September 1, 2026 through August 31, 2029. The Agreement may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving thirty (30) days written notice. The Agency, at its option, may renew this contract for up to two (2), one-year periods, beginning on September 1, 2029. This option will be exercised only if the Contractor has demonstrated superior performance in provision of Sludge Hauling Services to the Agency.

Pricing entries in the Bid Proposal apply to the period of September 1, 2026 through August 31, 2027.

### **Rate Increases**

The Agency may consider one price adjustment (rate increase) per year on the anniversary of the date of the Agreement, based on the Consumer Price Index, all Urban Consumers, Riverside, San Bernardino, Ontario, Ca CPI-U, beginning September 1, 2027. All CPI adjustments will be based on the May index. Price adjustments shall be initiated by the Contractor and will not be applied retroactively.

There will be no CPI adjustment during the first year of the Agreement. The Agency shall be the sole judge of any price adjustment, and if approved, will issue a written addendum to the Agreement to be signed by both parties.

### **Work Hours**

The Contractor will have access to the WWTP Monday-Friday 7:00 a.m. – 3:00 p.m. Weekend access will be evaluated on a case-by-case basis and may result from unforeseen weather conditions (i.e., heavy rain or snow during the week), road closures, or other events outside of the Agency's control.

### **Damages**

The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

### **Safety and Security**

The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger themselves and the public in any way.

### **Emergency Situations**

For medical or public safety emergencies occurring at Agency facilities, call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Plant Manager or designated staff to report the issue immediately (24-hours/day).

### **Reports and Invoicing**

All invoices shall include a detailed summary of all work performed and include weight/scale tickets.

**Exhibit A: General Services Agreement**

**BIG BEAR AREA REGIONAL WASTEWATER AGENCY**  
**AGREEMENT FOR GENERAL SERVICES**

**1. PARTIES AND DATE**

This Agreement for General Services (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the by and between the Big Bear Area Regional Wastewater Agency (“Agency”) and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“Contractor”). Agency and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain **Sludge Hauling** services required by Agency on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing these types of services to public clients, is licensed in the State of California, and is familiar with the plans of Agency.

**2.2 Project.**

Agency desires to engage Contractor to render such services for the **Sludge Hauling Services for the Wastewater Treatment Plant** (“Project”) as set forth in this Agreement.

**3. TERMS**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of Agency regarding the Project and on other programs and matters affecting Agency (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2026 to August 31, 2029, unless earlier terminated as provided herein. The Agency shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Compensation.**

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C” attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT

**WRITTEN DOLLAR AMOUNT\*\*\*]** (\$**\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]**) without written approval of Agency's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to Agency a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor, along with weight/scale tickets. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Agency shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Agency.

3.2.4 Extra Work. At any time during the term of this Agreement, Agency may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Agency to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Agency's Representative.

3.2.5 Rate Increases. The fees shall remain fixed for the term of the Agreement. BBARWA may consider one price adjustment per year on the anniversary date of this Agreement based on the Consumer Price Index, All Urban Consumers, Riverside, San Bernardino, Ontario, Ca CPI-U beginning September 1, 2027. All CPI adjustments will be based on the May index. Price adjustments shall be initiated by the Contractor and will not be applied retroactively. There will be no CPI adjustment during the first year of the Agreement. BBARWA will be the sole judge of any price adjustment and, if approved, will issue a written amendment to this Agreement to be signed by both parties.

3.2.6 Fuel Surcharge. Pricing under this agreement is subject to a fuel surcharge increase based on the U.S. Department of Energy, Energy Information Administration (EIA) California Retail on Highway Diesel Price Index (Index Values). Monthly adjustments to the compensation rates will be calculated as follows: Distance Multiplier X (EIA fuel cost per Gallon [T.B.D.] - Base Fuel Price T.B.D.) X Tons of Biosolids Managed. On a monthly basis, the Contractor will compare the EIA Index to the Fuel Cost Adjustment Formula. If the Formula allows for a surcharge per ton, such monetary charge will be applied to the tons of Biosolids managed for the applicable billing period. Any increases to the established compensation rates will be submitted in the billing period for which the increase occurred.

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Agency retains Contractor on an independent contractor basis and not as an employee of Agency. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Agency and shall at all times be under Contractor's exclusive direction and control. Neither Agency, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### 3.3.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Agency shall respond to Contractor's submittals in a timely manner. Upon request of Agency, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither Agency nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the Agency may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Agency.

3.3.4 Substitution of Key Personnel. Contractor has represented to Agency that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of Agency. In the event that Agency and Contractor cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to Agency, or who are determined by Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of Agency. The key personnel for performance of this Agreement are as follows: **\*\*\*INSERT NAME(S)\*\*\***.

3.3.5 Agency's Representative. Agency hereby designates **David Lawrence, P.E., General Manager**, or his or her designee, to act as its representative for the performance of this Agreement

("Agency's Representative"). Agency's Representative shall have the power to act on behalf of Agency for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than Agency's Representative or his or her designee.

3.3.6 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Contractor agrees to work closely with Agency staff in the performance of Services and shall be available to Agency's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from Agency, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to Agency for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Agency, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Agency, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Agency, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10 Insurance.

(a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Agency that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subcontractor has secured

all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Agency to terminate this Agreement for cause.

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of **not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate**. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Agency to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The Agency, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability: (1) Additional Insured: The Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Agency, its officials, officers, employees, agents, and volunteers.

(d) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Agency, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the Agency, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Agency and shall protect the Agency, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Agency, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Agency for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Agency. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(h) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(i) Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligation on the Agency nor does it waive any rights hereunder.

(j) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(k) Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Contractor or Agency will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Agency may cancel this Agreement.

(3) The Agency may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(4) Neither the Agency nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(5) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the Agency and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Agreement or law.

(6) Contractor shall report to the Agency, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

(1) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Agency, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the Agency, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the Agency.

3.3.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges,

gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Agency. Contractor shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1 Grounds for Termination. Agency may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to Agency through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, Agency may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Agency may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Agency, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the Agency.

3.6.2 Contractor shall defend, with counsel of Agency's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Agency or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Agency or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Agency for the cost of any settlement paid by Agency or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Agency's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Agency and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Agency, its officials, employees, agents and volunteers. This Section 3.6 shall survive any expiration or termination of this Agreement.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant (“Subcontractor(s)”) unless approved by the Agency as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor’s behalf are Contractor’s employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of Agency. In the event that Agency authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor’s use of further independent contractors, subcontractors or subconsultants without the Agency’s prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

**Agency:**

Big Bear Area Regional Wastewater Agency  
121 Palomino Dr., P.O. Box 517  
Big Bear City, CA 92314  
Attn: David Lawrence, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino.

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

3.7.9 Agency's Right to Employ Other Contractors. Agency reserves the right to employ other Contractors in connection with this Project.

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.11 Assignment or Transfer. shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Agency, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

3.7.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Agency include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Agency's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.19 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Employment Adverse to Agency. Contractor shall notify Agency, and shall obtain Agency's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against Agency during the term of this Agreement.

3.7.22 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of Agency shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on Agency's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with Agency, is prohibited.

3.7.23 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

**SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY AND  
\*\*\*INSERT CONTRACTOR NAME\*\*\***

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**BIG BEAR AREA REGIONAL  
WASTEWATER AGENCY**

**[INSERT NAME OF CONTRACTOR]**

*Approved By:*

**[If Corporation, TWO SIGNATURES, President  
OR Vice President AND Secretary OR Treasurer  
REQUIRED]**

\_\_\_\_\_  
David Lawrence, P.E.  
General Manager

By: \_\_\_\_\_

*Attested By:*

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Bridgette Burton  
Assistant General Manager/Board Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**[INSERT SCOPE OF SERVICES]**

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE OF SERVICES]**

**EXHIBIT “C”**  
**COMPENSATION**

Base price per ton \$ \_\_\_\_\_ per wet ton

Fuel Surcharge Increase Formula:

Distance Multiplier [ \_\_\_\_\_ ] X (EIA fuel cost per Gallon<sup>1</sup> [ \$ \_\_\_\_\_ ] - Base Fuel Price<sup>2</sup> [ \_\_\_\_\_ ])  
X Tons of Biosolids Managed<sup>3</sup>.

Sample calculation for CPI price adjustments:

Index as of May 2027: \_\_\_\_\_

Index as of May 2026: - \_\_\_\_\_

Change in Index: = \_\_\_\_\_

Percentage Change = Change in Index / Index as of May 2026

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<sup>1</sup> EIA fuel cost per gallon determined by date distance multiplier will be used according to <https://www.eia.gov/petroleum/gasdiesel/>

<sup>2</sup> Tons of biosolids managed is tons of biosolids hauled when distance multiplier is used.

<sup>3</sup> Base fuel price as of \_\_\_\_\_ 2026 per <https://www.eia.gov/petroleum/gasdiesel/>.

**Exhibit B: Sludge Characteristics and Sampling Results**

# *Clinical Laboratory of San Bernardino, Inc.*

*Celebrating 50 Years of Analytical Service 1967-2017*



21 October 2025

**Clinical Lab No.: 25J0929**

Nikki Crumpler  
Big Bear Area Reg Wastewater  
P. O. Box 517  
Big Bear City, CA 92314

**Project Name: Belt Press**

Enclosed are the results of the analysis for sample(s) received at the laboratory on 10/08/25 . These sample(s) were analyzed at a sub-contract laboratory, with the final reports indicating the analyzing/reporting laboratory.

If applicable, these final reports will also indicate any state EDT transfer that has occurred. Please call if any additional information and/or assistance are needed.

Thank you for choosing Clinical Laboratory of San Bernardino for your analytical needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Isabel Navarro'.

Isabel Navarro  
Project Manager



**CALIFORNIA LABORATORY SERVICES**

*Committed. Responsive. Flexible.*

October 17, 2025

**CLS Work Order #: 25J0656**

**COC #:**

Isabel Navarro  
Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92313

**Project Name: 25J0929**

Enclosed are the results of analyses for samples received by the laboratory on 10/10/25 10:03. Samples were analyzed pursuant to client request utilizing EPA or other ELAP approved methodologies. I certify that the results are in compliance both technically and for completeness.

Analytical results are attached to this letter. Please call if we can provide additional assistance.

Sincerely,

Daniel Johnson  
Technical Director

CA SWRCB ELAP Accreditation/Registration number 1233



# CALIFORNIA LABORATORY SERVICES

Committed. Responsive. Flexible.

10/17/25 12:58

Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92313

Project: 25J0929  
Project Number: [none]  
Project Manager: Isabel Navarro

CLS Work Order #: 25J0656  
COC #:

## Conventional Chemistry Parameters by APHA/EPA Methods

Analyte	Result	MDL	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
<b>Belt Press Composite / 25J0929-01 (25J0656-01) Solid    Sampled: 10/08/25 08:31    Received: 10/10/25 10:03</b>										
Nitrate/Nitrite as N	ND		32	mg/kg dry	1	2508676	10/14/25	10/14/25	EPA 300.0	
Nitrate/Nitrite as N	ND		5.0	mg/kg	"	"	"	"	"	
<b>Solids, %</b>	<b>15.4</b>	1.00	1.00	%	"	2508646	10/13/25	10/14/25	SM 2540G	
<b>Total Kjeldahl Nitrogen</b>	<b>62000</b>	2800	13000	mg/kg dry	50	2508679	10/14/25	10/15/25	SM4500-NH3F-2011	
<b>Total Kjeldahl Nitrogen</b>	<b>9500</b>	430	2000	mg/kg	"	"	"	"	"	
<b>Total Nitrogen</b>	<b>62000</b>		130	mg/kg dry	1	2508725	10/15/25	10/15/25	SM4500-NH3F/300.0	
<b>Total Nitrogen</b>	<b>9500</b>		20	mg/kg	"	"	"	"	"	
<b>Total Solids</b>	<b>15</b>	1.0	1.0	%	"	2508646	10/13/25	10/14/25	SM2540G	



# CALIFORNIA LABORATORY SERVICES

Committed. Responsive. Flexible.

10/17/25 12:58

Clinical Lab of San Bernardino 21881 Barton Road Grand Terrace, CA 92313	Project: 25J0929 Project Number: [none] Project Manager: Isabel Navarro	CLS Work Order #: 25J0656 COC #:
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## Metals by EPA 6000/7000 Series Methods

Analyte	Result	MDL	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
<b>Belt Press Composite / 25J0929-01 (25J0656-01) Solid Sampled: 10/08/25 08:31 Received: 10/10/25 10:03</b>										
Arsenic	ND	0.77	2.0	mg/kg	10	2508642	10/13/25	10/13/25	EPA 6020	
Arsenic	ND	5.0	13	mg/kg dry	"	"	"	"	"	
Cadmium	ND	0.31	1.0	mg/kg	"	"	"	"	"	
Cadmium	ND	2.0	13	mg/kg dry	"	"	"	"	"	
<b>Chromium</b>	<b>1.5</b>	0.61	2.0	mg/kg	"	"	"	"	"	J
<b>Chromium</b>	<b>9.6</b>	4.0	13	mg/kg dry	"	"	"	"	"	J
<b>Copper</b>	<b>46</b>	0.54	2.0	mg/kg	"	"	"	"	"	
<b>Copper</b>	<b>300</b>	3.5	13	mg/kg dry	"	"	"	"	"	
Lead	ND	1.2	2.0	mg/kg	"	"	"	"	"	
Lead	ND	7.8	16	mg/kg dry	"	"	"	"	"	
<b>Mercury</b>	<b>0.18</b>	0.093	1.3	"	2	2508649	10/13/25	10/14/25	EPA 7471A	QRL-4, J
<b>Mercury</b>	<b>0.028</b>	0.014	0.20	mg/kg	"	"	"	"	"	QRL-4, J
<b>Molybdenum</b>	<b>1.2</b>	0.10	2.0	"	10	2508642	10/13/25	10/13/25	EPA 6020	J
<b>Molybdenum</b>	<b>7.5</b>	0.65	13	mg/kg dry	"	"	"	"	"	J
<b>Nickel</b>	<b>0.48</b>	0.22	2.0	mg/kg	"	"	"	"	"	J
<b>Nickel</b>	<b>3.1</b>	1.4	13	mg/kg dry	"	"	"	"	"	J
<b>Selenium</b>	<b>0.69</b>	0.21	5.0	mg/kg	"	"	"	"	"	J
<b>Selenium</b>	<b>4.5</b>	1.4	32	mg/kg dry	"	"	"	"	"	J
<b>Zinc</b>	<b>100</b>	0.93	2.0	mg/kg	"	"	"	"	"	
<b>Zinc</b>	<b>650</b>	6.0	13	mg/kg dry	"	"	"	"	"	



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Clinical Lab of San Bernardino 21881 Barton Road Grand Terrace, CA 92313	Project: 25J0929 Project Number: [none] Project Manager: Isabel Navarro	CLS Work Order #: 25J0656 COC #:
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## Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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### Batch 2508646 - General Preparation

<b>Blank (2508646-BLK1)</b>				Prepared: 10/13/25 Analyzed: 10/14/25							
Total Solids	ND	1.0	1.0	%							
Solids, %	ND	1.00	1.00	"							

### Batch 2508676 - General Prep

<b>Blank (2508676-BLK1)</b>				Prepared & Analyzed: 10/14/25							
Nitrate/Nitrite as N	0.312		5.0	mg/kg							J
Nitrate/Nitrite as N	0.312		5.0	mg/kg wet							J

<b>LCS (2508676-BS1)</b>				Prepared & Analyzed: 10/14/25							
Nitrate/Nitrite as N	41.8		5.0	mg/kg	40.0		104	75-125			
Nitrate/Nitrite as N	41.8		5.0	mg/kg wet	40.0		104	75-125			

<b>LCS Dup (2508676-BS1)</b>				Prepared & Analyzed: 10/14/25							
Nitrate/Nitrite as N	42.0		5.0	mg/kg wet	40.0		105	75-125	0.7	25	
Nitrate/Nitrite as N	42.0		5.0	mg/kg	40.0		105	75-125	0.7	25	

<b>Matrix Spike (2508676-MS1)</b>				Source: 25J0475-01 Prepared & Analyzed: 10/14/25							
Nitrate/Nitrite as N	173		24	mg/kg dry	188	ND	92	75-125			
Nitrate/Nitrite as N	36.8		5.0	mg/kg	40.0	ND	92	75-125			

<b>Matrix Spike Dup (2508676-MSD1)</b>				Source: 25J0475-01 Prepared & Analyzed: 10/14/25							
Nitrate/Nitrite as N	168		24	mg/kg dry	188	ND	89	75-125	3	30	
Nitrate/Nitrite as N	35.7		5.0	mg/kg	40.0	ND	89	75-125	3	30	

### Batch 2508679 - General Preparation

<b>Blank (2508679-BLK1)</b>				Prepared: 10/14/25 Analyzed: 10/15/25							
Total Kjeldahl Nitrogen	7.63	4.3	20	mg/kg							J
Total Kjeldahl Nitrogen	7.63	4.3	20	mg/kg wet							J



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Clinical Lab of San Bernardino 21881 Barton Road Grand Terrace, CA 92313	Project: 25J0929 Project Number: [none] Project Manager: Isabel Navarro	CLS Work Order #: 25J0656 COC #:
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## Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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### Batch 2508679 - General Preparation

LCS (2508679-BS1)		Prepared: 10/14/25 Analyzed: 10/15/25									
Total Kjeldahl Nitrogen	63.4	4.3	20	mg/kg wet	62.5		101	80-120			
Total Kjeldahl Nitrogen	63.4	4.3	20	mg/kg	62.5		101	80-120			

LCS Dup (2508679-BSD1)		Prepared: 10/14/25 Analyzed: 10/15/25									
Total Kjeldahl Nitrogen	61.1	4.3	20	mg/kg	62.5		98	80-120	4	25	
Total Kjeldahl Nitrogen	61.1	4.3	20	mg/kg wet	62.5		98	80-120	4	25	

Matrix Spike (2508679-MS1)		Source: 25J0656-01 Prepared: 10/14/25 Analyzed: 10/15/25									
Total Kjeldahl Nitrogen	56800	2800	13000	mg/kg dry	811	61800	NR	75-125			QM-4X
Total Kjeldahl Nitrogen	8760	430	2000	mg/kg	125	9530	NR	75-125			QM-4X

Matrix Spike Dup (2508679-MSD1)		Source: 25J0656-01 Prepared: 10/14/25 Analyzed: 10/15/25									
Total Kjeldahl Nitrogen	62700	2800	13000	mg/kg dry	811	61800	110	75-125	10	30	
Total Kjeldahl Nitrogen	9660	430	2000	mg/kg	125	9530	110	75-125	10	30	



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Clinical Lab of San Bernardino 21881 Barton Road Grand Terrace, CA 92313	Project: 25J0929 Project Number: [none] Project Manager: Isabel Navarro	CLS Work Order #: 25J0656 COC #:
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**Metals by EPA 6000/7000 Series Methods - Quality Control**

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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**Batch 2508642 - EPA 3050B**

**Blank (2508642-BLK1)**

Prepared & Analyzed: 10/13/25

Antimony	0.162	0.039	0.50	mg/kg wet							J
Antimony	0.162	0.039	0.50	mg/kg							J
Arsenic	ND	0.077	0.20	mg/kg wet							
Arsenic	ND	0.077	0.20	mg/kg							
Beryllium	ND	0.012	0.20	"							
Cadmium	ND	0.031	0.10	"							
Cadmium	ND	0.031	0.20	mg/kg wet							
Chromium	ND	0.061	0.20	"							
Chromium	ND	0.061	0.20	mg/kg							
Copper	ND	0.054	0.20	"							
Copper	ND	0.054	0.20	mg/kg wet							
Lead	ND	0.12	0.20	mg/kg							
Lead	ND	0.12	0.25	mg/kg wet							
Molybdenum	0.0409	0.010	0.20	"							J
Molybdenum	0.0409	0.010	0.20	mg/kg							J
Nickel	ND	0.022	0.20	mg/kg wet							
Nickel	ND	0.022	0.20	mg/kg							
Selenium	ND	0.021	0.50	mg/kg wet							
Selenium	ND	0.021	0.50	mg/kg							
Silver	ND	0.016	0.20	"							
Thallium	ND	0.0044	0.20	mg/kg wet							
Thallium	ND	0.0044	0.20	mg/kg							
Vanadium	ND	0.057	0.20	"							
Vanadium	ND	0.057	0.20	mg/kg wet							
Zinc	ND	0.093	0.20	mg/kg							
Zinc	ND	0.093	0.20	mg/kg wet							

**LCS (2508642-BS1)**

Prepared & Analyzed: 10/13/25

Antimony	10.2	0.039	0.50	mg/kg	10.0	102	75-125
Antimony	10.2	0.039	0.50	mg/kg wet	10.0	102	75-125
Arsenic	9.01	0.077	0.20	"	10.0	90	75-125
Arsenic	9.01	0.077	0.20	mg/kg	10.0	90	75-125



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## Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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### Batch 2508642 - EPA 3050B

#### LCS (2508642-BS1)

Prepared & Analyzed: 10/13/25

Beryllium	9.37	0.012	0.20	mg/kg	10.0		94	75-125			
Cadmium	9.26	0.031	0.10	"	10.0		93	75-125			
Cadmium	9.26	0.031	0.20	mg/kg wet	10.0		93	75-125			
Chromium	8.99	0.061	0.20	mg/kg	10.0		90	75-125			
Chromium	8.99	0.061	0.20	mg/kg wet	10.0		90	75-125			
Copper	9.25	0.054	0.20	mg/kg	10.0		92	75-125			
Copper	9.25	0.054	0.20	mg/kg wet	10.0		92	75-125			
Lead	9.19	0.12	0.20	mg/kg	10.0		92	75-125			
Lead	9.19	0.12	0.25	mg/kg wet	10.0		92	75-125			
Molybdenum	9.26	0.010	0.20	mg/kg	10.0		93	75-125			
Molybdenum	9.26	0.010	0.20	mg/kg wet	10.0		93	75-125			
Nickel	9.39	0.022	0.20	mg/kg	10.0		94	75-125			
Nickel	9.39	0.022	0.20	mg/kg wet	10.0		94	75-125			
Selenium	9.08	0.021	0.50	mg/kg	10.0		91	75-125			
Selenium	9.08	0.021	0.50	mg/kg wet	10.0		91	75-125			
Silver	9.14	0.016	0.20	mg/kg	10.0		91	75-125			
Thallium	9.12	0.0044	0.20	"	10.0		91	75-125			
Thallium	9.12	0.0044	0.20	mg/kg wet	10.0		91	75-125			
Vanadium	9.06	0.057	0.20	mg/kg	10.0		91	75-125			
Zinc	8.96	0.093	0.20	"	10.0		90	75-125			
Vanadium	9.06	0.057	0.20	mg/kg wet	10.0		91	75-125			
Zinc	8.96	0.093	0.20	"	10.0		90	75-125			

#### Matrix Spike (2508642-MS1)

Source: 25J0611-04 Prepared & Analyzed: 10/13/25

Antimony	0.435	0.39	5.0	mg/kg	10.0	ND	4	75-125			J, QM-5
Antimony	0.435	0.39	5.0	mg/kg wet	10.0	ND	4	75-125			J, QM-5
Arsenic	11.3	0.77	2.0	mg/kg	10.0	2.39	89	75-125			
Arsenic	11.3	0.77	2.0	mg/kg wet	10.0	2.39	89	75-125			
Beryllium	10.5	0.12	2.0	mg/kg	10.0	0.531	100	75-125			
Cadmium	10.4	0.31	1.0	"	10.0	ND	104	75-125			
Cadmium	10.4	0.31	2.0	mg/kg wet	10.0	ND	104	75-125			
Chromium	48.0	0.61	2.0	mg/kg	10.0	34.6	133	75-125			QM-5



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## Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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### Batch 2508642 - EPA 3050B

Matrix Spike (2508642-MS1)			Source: 25J0611-04 Prepared & Analyzed: 10/13/25								
Chromium	48.0	0.61	2.0	mg/kg wet	10.0	34.6	133	75-125			QM-5
Copper	37.9	0.54	2.0	mg/kg	10.0	25.6	123	75-125			
Copper	37.9	0.54	2.0	mg/kg wet	10.0	25.6	123	75-125			
Lead	19.8	1.2	2.0	mg/kg	10.0	10.9	89	75-125			
Lead	19.8	1.2	2.5	mg/kg wet	10.0	10.9	89	75-125			
Molybdenum	5.24	0.10	2.0	mg/kg	10.0	0.197	50	75-125			QM-5
Molybdenum	5.24	0.10	2.0	mg/kg wet	10.0	0.197	50	75-125			QM-5
Nickel	39.3	0.22	2.0	mg/kg	10.0	25.6	137	75-125			QM-5
Nickel	39.3	0.22	2.0	mg/kg wet	10.0	25.6	137	75-125			QM-5
Selenium	9.00	0.21	5.0	mg/kg	10.0	ND	90	75-125			
Selenium	9.00	0.21	5.0	mg/kg wet	10.0	ND	90	75-125			
Silver	9.34	0.16	2.0	mg/kg	10.0	ND	93	75-125			
Thallium	9.11	0.044	2.0	"	10.0	0.119	90	75-125			
Thallium	9.11	0.044	2.0	mg/kg wet	10.0	0.119	90	75-125			
Vanadium	69.8	0.57	2.0	mg/kg	10.0	56.7	131	75-125			QM-4X
Zinc	80.3	0.93	2.0	"	10.0	58.2	220	75-125			QM-4X
Vanadium	69.8	0.57	2.0	mg/kg wet	10.0	56.7	131	75-125			QM-4X
Zinc	80.3	0.93	2.0	"	10.0	58.2	220	75-125			QM-4X

Matrix Spike Dup (2508642-MSD1)			Source: 25J0611-04 Prepared & Analyzed: 10/13/25								
Antimony	ND	0.39	5.0	mg/kg wet	10.0	ND		75-125		30	QM-5
Antimony	ND	0.39	5.0	mg/kg	10.0	ND		75-125		30	QM-5
Arsenic	11.1	0.77	2.0	mg/kg wet	10.0	2.39	87	75-125	2	30	
Arsenic	11.1	0.77	2.0	mg/kg	10.0	2.39	87	75-125	2	30	
Beryllium	10.0	0.12	2.0	"	10.0	0.531	95	75-125	5	30	
Cadmium	9.96	0.31	2.0	mg/kg wet	10.0	ND	100	75-125	4	30	
Cadmium	9.96	0.31	1.0	mg/kg	10.0	ND	100	75-125	4	30	
Chromium	47.7	0.61	2.0	mg/kg wet	10.0	34.6	130	75-125	0.6	30	QM-5
Chromium	47.7	0.61	2.0	mg/kg	10.0	34.6	130	75-125	0.6	30	QM-5
Copper	37.6	0.54	2.0	"	10.0	25.6	120	75-125	0.9	30	
Copper	37.6	0.54	2.0	mg/kg wet	10.0	25.6	120	75-125	0.9	30	
Lead	18.9	1.2	2.5	"	10.0	10.9	80	75-125	5	30	



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Clinical Lab of San Bernardino 21881 Barton Road Grand Terrace, CA 92313	Project: 25J0929 Project Number: [none] Project Manager: Isabel Navarro	CLS Work Order #: 25J0656 COC #:
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**Metals by EPA 6000/7000 Series Methods - Quality Control**

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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**Batch 2508642 - EPA 3050B**

Matrix Spike Dup (2508642-MSD1)		Source: 25J0611-04 Prepared & Analyzed: 10/13/25									
Lead	18.9	1.2	2.0	mg/kg	10.0	10.9	80	75-125	5	30	
Molybdenum	5.31	0.10	2.0	"	10.0	0.197	51	75-125	1	30	QM-5
Molybdenum	5.31	0.10	2.0	mg/kg wet	10.0	0.197	51	75-125	1	30	QM-5
Nickel	38.6	0.22	2.0	"	10.0	25.6	130	75-125	2	30	QM-5
Nickel	38.6	0.22	2.0	mg/kg	10.0	25.6	130	75-125	2	30	QM-5
Selenium	8.46	0.21	5.0	mg/kg wet	10.0	ND	85	75-125	6	30	
Selenium	8.46	0.21	5.0	mg/kg	10.0	ND	85	75-125	6	30	
Silver	9.12	0.16	2.0	"	10.0	ND	91	75-125	2	30	
Thallium	9.10	0.044	2.0	mg/kg wet	10.0	0.119	90	75-125	0.1	30	
Thallium	9.10	0.044	2.0	mg/kg	10.0	0.119	90	75-125	0.1	30	
Vanadium	68.5	0.57	2.0	"	10.0	56.7	118	75-125	2	30	
Vanadium	68.5	0.57	2.0	mg/kg wet	10.0	56.7	118	75-125	2	30	
Zinc	70.8	0.93	2.0	mg/kg	10.0	58.2	126	75-125	13	30	QM-4X
Zinc	70.8	0.93	2.0	mg/kg wet	10.0	58.2	126	75-125	13	30	QM-4X

**Batch 2508649 - EPA 7471A**

Blank (2508649-BLK1)		Prepared: 10/13/25 Analyzed: 10/14/25									
Mercury	ND	0.0072	0.10	mg/kg							
Mercury	ND	0.0072	0.10	mg/kg wet							
LCS (2508649-BS1)		Prepared: 10/13/25 Analyzed: 10/14/25									
Mercury	0.206	0.0072	0.10	mg/kg	0.208		99	75-125			
Mercury	0.206	0.0072	0.10	mg/kg wet	0.208		99	75-125			
Matrix Spike (2508649-MS1)		Source: 25J0560-03 Prepared: 10/13/25 Analyzed: 10/14/25									
Mercury	0.270	0.0072	0.10	mg/kg	0.208	0.0401	111	75-125			
Mercury	0.270	0.0072	0.10	mg/kg wet	0.208	0.0401	111	75-125			



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Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92313

Project: 25J0929  
Project Number: [none]  
Project Manager: Isabel Navarro

CLS Work Order #: 25J0656  
COC #:

## Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	MDL	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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### Batch 2508649 - EPA 7471A

#### Matrix Spike Dup (2508649-MSD1)

Source: 25J0560-03 Prepared: 10/13/25 Analyzed: 10/14/25

Mercury	0.250	0.0072	0.10	mg/kg	0.208	0.0401	101	75-125	8	25	
Mercury	0.250	0.0072	0.10	mg/kg wet	0.208	0.0401	101	75-125	8	25	



Clinical Lab of San Bernardino  
21881 Barton Road  
Grand Terrace, CA 92313

Project: 25J0929  
Project Number: [none]  
Project Manager: Isabel Navarro

**CLS Work Order #: 25J0656**  
COC #:

### Notes and Definitions

- QRL-4 The reporting limits for this analysis are elevated due to sample foaming.
- QM-5 The spike recovery was outside acceptance limits for the MS and/or MSD due to matrix interference. The LCS and/or LCSD were within acceptance limits showing that the laboratory is in control and the data is acceptable.
- QM-4X The spike recovery was outside of QC acceptance limits for the MS and/or MSD due to analyte concentration at 4 times or greater the spike concentration. The QC batch was accepted based on LCS and/or LCSD recoveries within the acceptance limits.
- J Detected but below the Reporting Limit; therefore, result is an estimated concentration.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit (or method detection limit when specified)
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

**This is a “MDL Report”, thus if the report denotes an “ND” for a particular analyte, it should be noted that the analyte was not detected at or above the MDL.**

SUBCONTRACT ORDER

Clinical Laboratory of San Bernardino

2510929

25J0656

SENDING LABORATORY:

Clinical Laboratory of San Bernardino
21881 Barton Road
Grand Terrace, CA 92313
Phone: 909.825.7693
Fax: 909.825.7696
Project Manager: Isabel Navarro

RECEIVING LABORATORY:

CLS Labs
3249 Fitzgerald Rd.
Rancho Cordova, CA 95742
Phone: (916) 638-7301
Fax: (916) 638-4510

Please email results to Project Manager: Isabel Navarro

navarro@clinical-lab.com styles@clinical-lab.com jhernandez@clinical-lab.com mendiola@clinical-lab.com

- CLIP transfer those samples with PS codes provided
Water Trax Upload Client
GeoTracker Upload Client
MDL's / J Flags
UCMR CDX Upload
Transfer Files

Turn Around Time 10 Days 5 Days Other Days
Subcontract Comments:

Analysis Comments

Sample ID: Belt Press Composite / 25J0929-01

Sampled: 10/08/25 08:31 PS Code: Solid

WTX ID:

- Zinc EPA 200.7
Total Solid SM 2540-B (on Solid)
Total Nitrogen/Solid (TKN, NO3-N, NO2-N)
Selenium EPA 200.8
Nickel EPA 200.8
Molybdenum Total EPA 200.7
Mercury EPA 245.1
Lead EPA 200.8
Copper EPA 200.8
Chromium EPA 200.8
Cadmium EPA 200.8
Arsenic EPA 200.8

Containers Supplied:

Glass - Misc (A)

Daniela / CLSB 10-9-25 1036 A.N 10/10/25 1003 5.1/49

Released By Date / Time Received By Date / Time

Released By Date / Time Received By Date / Time

Page 12 of 12 ( ) Wet Ice ( ) Blue Ice ( ) No Ice Received Temp (F) (C)

BLS: 563594617



### **Section 3 – Proposal and Attachments**

A complete proposal submittal will consist of the following documents:

- Attachment A: Cost Proposal
- Attachment B: Proposal Requirements
- Attachment C: Certification of Acceptance of Terms of Agreement
- Attachment D: Non-Collusion Declaration
- Attachment E: Contractor's Certificate Regarding Workers' Compensation
- Attachment F: Fleet Compliance Certification

Each document included in this section must be included in the proposal package. If documents are missing from a proposal, it may be deemed non-responsive.

## Attachment A: Cost Proposal

Name of Contractor: \_\_\_\_\_

Base price per ton \$ \_\_\_\_\_. This applies to the period of September 1, 2026 to August 31, 2027.

Fuel Surcharge Increase Formula:

Distance Multiplier [\_\_\_\_\_] X (EIA fuel cost per Gallon<sup>1</sup> [\$\_\_\_\_\_] - Base Fuel Price<sup>2</sup> [\_\_\_\_\_] ) X Tons of Biosolids Managed<sup>3</sup>.

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<sup>1</sup> EIA fuel cost per gallon determined by date distance multiplier will be used according to <https://www.eia.gov/petroleum/gasdiesel/>

<sup>2</sup> Tons of biosolids managed is tons of biosolids hauled when distance multiplier is used.

<sup>3</sup> Base fuel price as of \_\_\_\_\_ 2026 per <https://www.eia.gov/petroleum/gasdiesel/>.

## **Attachment B: Proposal Requirements**

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

1. Cover Letter: Maximum of two (2) pages serving as an Executive Summary, which shall include an understanding of the scope of services. The Cover Letter shall provide the name, title, address, and telephone number of individuals with the authority to negotiate and bind the Contractor.
2. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Any participating firms and proposed subcontractors shall be identified and included in the proposal. All subcontractors must be approved by the Agency prior to signing the Agreement.
3. Approach: The Contractor's approach to delivering the scope of services. Provide a description of the Contractor's approach to communicating effectively with Agency staff to facilitate successful delivery of assigned tasks.
4. Profile: Provide a description of the Contractor, including the number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, sole proprietorship, partnership, etc.), areas of particular expertise, licensing, etc.
5. Location: Location of the principal office that will be responsible for implementation of this Agreement and disposal location(s).
6. Resume: Resume of the Contractor Lead.
7. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
8. References: Three (3) to five (5) references to include name, address, contact person and phone number of the company, length of time and a description of the services provided.
9. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The scope of work program should be presented in a logical format that can easily be attached to the General Services Agreement. Provide a description on how the Contractor meets the EPA 503 biosolid requirements and any applicable local or state biosolid regulations and demonstrate compliance for all receiving facilities and land application sites meeting regulatory requirements.
10. Cost Proposal: Cost proposal shall be on the form provided and shall be price per ton. The Contractor shall indicate the values used in the Fuel Surcharge Increase Formulas as part of the cost proposal. Prices provided in response to this RFP are valid for 90 days from the proposal due date.

11. Insurance: The Contractor will be required to have insurance as detailed in the General Services Agreement. The proposal shall state whether insurances will be in force at the time of the Agreement execution.

**Attachment C: Certification of Acceptance of Terms of Agreement**

(To be executed by bidder and submitted with proposal)

All bidders are expected to have read and understand the attached General Services Agreement with the Agency. The selected Contractor will be expected to execute a formal Agreement with the Agency for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed proposal will be interpreted to mean Contractor has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Agreement.

Contractor must submit all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Contractor should note that the submittal of an exception does not obligate the Agency to revise the terms of this RFP or any resulting agreement. The Agency will not consider any exceptions that are not identified in the proposal.

I certify that I am a person authorized to enter into contracts and agreements for the bidding entity.

I certify that I have read the form of Agreement provided with the RFP solicitation and our company is prepared to enter into an Agreement with the Agency within 10 days of receiving the Notice of Award.

This completed Certification shall be submitted by the bidder to the Agency as a part of its bid or proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment D: Non-Collusion Declaration**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment E: Contractor’s Certificate Regarding Workers’ Compensation**

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Attachment F: Fleet Compliance Certification**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or is otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_