

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER IWM05077
REGISTRATION NUMBER 39100706130288

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Integrated Waste Management Board
 CONTRACTOR'S NAME
 Creek Environmental Laboratories, Inc.
- The term of this Agreement is: May 16, 2006 through May 15, 2008 or upon final approval signature.
- The maximum amount of this Agreement is: \$250,000.00 (Two hundred fifty-thousand dollars and no cents)
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 page(s)
Exhibit B – Budget Detail and Payment Provisions	7 page(s)
Exhibit C* – General Terms and Conditions <i>Viewable at www.ols.dgs.ca.gov/Standard+Language</i>	GTC 306 (03/23/06)
Exhibit D – Special Terms and Conditions viewable at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf	04/06*
Attachment A – Contractor Certification Clauses CCC-1005	4 page(s)
Attachment B – Recycled Content Certification	2 page(s)
Invitation for Bid	By Reference
Contractor's Submitted Bid Package	By Reference

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

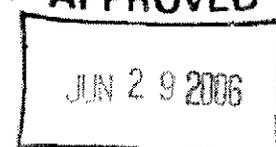
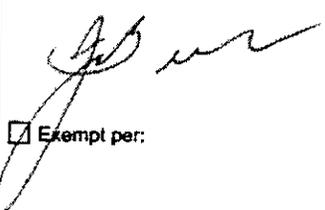
CONTRACTOR		California Department of General Services Use Only  APPROVED  DEPT OF GENERAL SERVICES  <input checked="" type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (Other than an individual, state whether a corporation, partnership, etc.) Creek Environmental Laboratories, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-16-06	
PRINTED NAME AND TITLE OF PERSON SIGNING Orval Osborne, President		
ADDRESS 141 Suburban Road, Suite C-5 San Luis Obispo, CA 93401		
STATE OF CALIFORNIA		
AGENCY NAME California Integrated Waste Management Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/14/06	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Leary, Executive Director		
ADDRESS 1001 I Street, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with environmental laboratory services as described herein.
2. The project coordinators during the term of this agreement will be:

CIWMB

Name: Brad Penick
Phone: 916.341.6357
Email: bpenick@ciwmb.ca.gov

CREEK Environmental Laboratories, Inc.

Name: Orval Osborne
Phone: 805.545.9838
Email: orval@creeklabs.com

3. Statement of Work

INTRODUCTION/OBJECTIVES

The purpose of the environmental laboratory and sampling services contract is to provide the California Integrated Waste Management Board with diversified analytical capabilities and ability to provide specialized technical support to Local Enforcement Agencies (LEAs). The analytical capabilities obtained through this contract address the environmental testing and industrial hygiene aspects of the Board's technical support program.

WORK TO BE PERFORMED

Board, LEA and/or authorized contract personnel will collect laboratory field samples in appropriate containers and with the necessary preservatives as required by the analytical methods to be used for the analysis. The types of samples submitted may include bulk material samples (soil, compost, ash, tar), gas bag and solid container samples, filter samples, chemical adsorbent tubes, and other vapor, gas or aerosol collecting media. Applicable sampling and analytical methodologies, along with the necessary sampling equipment shall be discussed with the contractor prior to sample collection.

The contractor shall supply and arrange for delivery of all sample containers and equipment required. The contractor shall pick up or arrange for delivery of the samples and analyze the samples as directed or authorized by the Board and report the results in accordance with the turnaround time requirement of this agreement.

The prospective contractor must have the experience, qualifications and resources to perform the work required by this Scope of Work.

TASKS IDENTIFIED

The laboratory must also meet the following criteria:

1. The laboratory must be located within California.
2. The laboratory must comply with the Environmental Testing Criteria.
3. The laboratory must be accredited by the Department of Health Services through its Environmental Laboratory Accreditation Program (ELAP). The laboratory

must be certified to conduct those analyses that are certifiable under the program. If the primary contractor is not certified for a particular analysis, the contractor must possess the ability to subcontract the analysis to another certified laboratory without acquiring additional costs related to the analyses, including additional shipping and processing costs. The laboratory will submit a copy of their ELAP accreditation to the Board's contract administrator prior to the award of the contract.

4. In order to serve projects in both northern and southern California, the contractor must be able to arrange overnight delivery or same-day pick up anywhere in the state without acquiring additional costs related to the analyses, including but not limited to additional shipping and processing costs.

1. Environmental Testing Criteria

The comprehensive laboratory services contract includes but may not be limited to the following environmental test methods on liquids (water, wastewater, leachate, and gas condensate), solids (soil, burn ash, incinerator ash, compost, sludge, plant materials, paper, plastics, etc.), and/or gases (landfill gas, soil gas, emissions, ambient air, flue gas, etc.):

- a. Methods to detect the presence of microorganisms including total coliform, fecal coliform or *Escherichia coli* (*E. coli*) in water, wastewater, sludge, or compost.
- b. Methods to determine the presence of inorganic substances and physical properties of water including toxic chemical elements using colorimetric, gravimetric, titrimetric, electrometric, or ion chromatographic techniques and include the following: alkalinity; toxicity, calcium; chloride; corrosivity; fluoride; hardness; magnesium; nitrate; nitrite; sodium; sulfate; total filterable residue and conductivity; iron; manganese; orthophosphate; silica; cyanide.
- c. Methods to detect the presence of inorganic substances, nutrients, physical or chemical demands, or physical properties in the determination of wastewater, leachate and gas condensate quality including but not limited to acidity, alkalinity, biological oxygen demand, chemical oxygen demand, pH, total dissolved solids, turbidity, hardness, conductance, etc.
- d. Methods to determine the presence of trace metals or asbestos in determining water quality using atomic absorption, inductively coupled plasma, inductively coupled plasma/mass spectrophotometer, or an electron microscope device (e.g., arsenic, barium, cadmium, total chromium, copper, iron, lead, manganese, mercury, selenium, silver, zinc, asbestos, EPA 200.7 and 200.8, etc.).
- e. Methods to detect the presence of trace organic compounds in determining water quality requiring and not requiring the use of a gas chromatograph/mass spectrophotometer device (e.g. EPA Methods 501.3, 524.2, 525 and 513, 503.1, 502.2, etc.).

- f. Methods to detect the presence of trace organics in wastewater, leachate and gas condensate including but not limited to the following: EPA 624, 625, 1613, 1625, 601, 602, 603, 604, etc.).
- g. Methods to detect the presence of radioactive substances in water, wastewater, or solid waste.
- h. Aquatic bioassay methods to detect the presence of toxins in the determination of wastewater quality or in hazardous wastes.
- i. Analyses to determine the physical properties of hazardous and solid wastes including: ignitability by flashpoint determination; corrosivity by pH determination; corrosivity by corrosivity towards steel; and reactivity. EPA 9040, 9045, and 9050, etc.
- j. Analyses to determine the presence of inorganic substances in solid waste or hazardous waste samples including EPA 6010, 6020, and 7000 series, etc.
- k. Methods to prepare waste samples for further testing including: California waste extraction test (WET); extraction procedure toxicity (EP TOX); toxicity characteristic leaching procedure (TCLP).
- l. Analyses to determine the presence of trace organics in solid and hazardous waste samples including: EPA 3500, 5000, 8000, 8100, and 8200 series, etc.
- m. Method to detect the presence of asbestos for complying with GC Section 66261.249 m 2 A using polarized light microscopy.
- n. Methods for determining the concentrations of fixed gases (carbon dioxide, methane, oxygen, nitrogen, hydrogen sulfide, etc.) Individually or in bank in a gas sample (landfill gas, soil gas, ambient air, flue gas samples, etc.) using gas chromatography.
- o. Methods for detecting the presence of organic compounds (e.g. benzene, vinyl chloride, trichloroethylene, total hydrocarbons, etc.) in gas samples individually or in bank, using gas chromatography or gas chromatography/ mass spectrophotometry including EPA TO-14 Analysis with low detection limits for vinyl chloride.
- p. Methods of analysis for constituents in accordance with EPA 413.2, 415.2, 502.1, 503.1, 524.1, 613, 624, 625, etc.)
- q. Methods for determining gas quality for the purpose of combustion efficiency including moisture content, energy capacity (BTUH/SCF), explosivity and ignitability.
- r. Methods for isotopic differentiation and carbon C-14 dating.

The contract laboratory may be required to perform other tests as needed and additional work not normally included on the tasks listed above (e.g. field sampling, experimental design, statistical analysis, review and evaluation of analytical data, etc.) without introducing additional overhead costs resulting from using subcontractors, including shipping and handling costs.

2. Industrial Hygiene Laboratory Criteria

- a. The laboratory must be accredited under the Laboratory Accreditation Program of the American Industrial Hygiene Association and continue to participate in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.
- b. The laboratory must be accredited to analyze all PAT materials including: lead, cadmium, chromium, zinc, asbestos, silica, and organic solvents (carbon tetrachloride, benzene, vinyl chloride, trichloroethylene, p-dioxane, toluene, chloroform, 1,2 dichloroethane, methylene chloride, methyl chloride, methyl ethyl ketone, and o-xylene).
- c. The laboratory must have the instrumentation necessary to perform the following analytical methods: Atomic Absorption Spectroscopy; Graphite Furnace; Colorimetry; Gas Chromatography/Flame Ionization Detector; Gas Chromatography/Electron Capture Detector; Gas Chromatography/Nitrogen Phosphorous Detector; Gas Chromatography/Mass Spectroscopy; Gravimetric; High Pressure Liquid Chromatography; Ion Chromatography; Particle Count with Light Microscopy; Phase Contrast Microscopy; Ultraviolet Spectroscopy.
- d. The precision, accuracy, and sensitivity of analytical methods used at least equal to those specified by NIOSH methods.

3. Subcontract Administration

Any subcontracted analysis on a routine basis (i.e., the inability of the primary contractor to perform routine analyses in-house); the subcontractor must meet the specifications for accreditation (items 1 and 2), Quality Assurance Program (item 4), and turnaround times (item 5). There must be adequate sample custody procedures on the part of both the primary contractor and the subcontractor. The following must be included in the bid if the subcontractor will be used routinely:

- a. Identification of analyses to be subcontract;
- b. Identification of subcontracting laboratory;
- c. Outline of quality assurance procedures used by the subcontractor; and
- d. Outline of quality assurance controls for sample and/or extract transportation.

4. Quality Assurance

The laboratory must have in effect and submit to the Board's contract administrator a quality assurance program, which at the minimum, consists of the elements listed below:

- a. Specifications of responsibilities of personnel;
- b. Chain of custody procedures; and
- c. The following data feedback and review procedures:
 - i. computation rechecks
 - iii. assessment of systematic errors and methods of correction
 - sample spikes by sample matrix
 - reagent blanks
 - method blanks
 - iii. assessment of precision and accuracy
 - sample replication by sample matrix
 - determination of warning and control limits
 - procedures for re-analysis
 - quarterly external audits
 - iv. records maintained for at least five years from the time of completion of the analysis
 - v. regular and appropriate equipment calibration and maintenance
 - vi. chemical inventory control
 - vii. personnel training and evaluation

5. Sampling Equipment

The contract laboratory will be required to provide sampling media and collection devices, including but not limited to glass soil sample jars, brass/stainless steel sample tubes and end caps, amber jars, VOA's, summa canisters, critical flow orifices, tedar bags, fibers, sorbent tubes, air pumps, timing devices, impinger solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms and both hard and electronic copies of analytical result tables shall also be provided. All costs associated with the additional sampling equipment must be included in the test unit price. No charges shall be applied to unused or defective equipment.

6. Equipment and Sample Shipment

The contract laboratory shall provide pick-up and shipment of media and samples to and from the Board or the Board's project sites throughout California for analysis at no additional cost for regular, urgent or top priority analyses.

7. Cost Estimates

Cost estimates for analyses requested shall be transmitted to the Board contract coordinator within one business day upon receipt of the sampling/analysis request.

8. Payment Requests

Payment request accompanied by a detailed cost breakdown for analyses performed shall be submitted to Board accounts payable staff after the receipt date of the final analyses report.

9. Quarterly Financial Report

The contractor will provide the Board contract coordinator with a detailed quarterly financial report disclosing all expenditures acquired on Board behalf under this contract.

CONTRACT/TASK TIME FRAME

All samples must be analyzed in a timely manner so as to maintain the required quality of analytical results. Similarly, analytic results must be submitted to the Board within a reasonable time.

a. **Sample Turnaround Time.**

The sample turnaround time is the time elapsed between the receipt of the sample by the contractor and the analysis of the sample. The sample turnaround time shall be within the limits defined by the specific methodology used. Board staff may require a specific turnaround time different from what is defined by the chosen methodology, as dictated by the purpose of the analysis. No payment will be made for analysis of samples if the agreed upon sample turnaround time is exceeded, so as to compromise the sample integrity or timeliness of the results, as determined by Board staff.

b. **Report Turnaround Time.**

Laboratory must be capable of supplying the California Integrated Waste Management Board with reports of analysis within the turnaround times as follows:

Routine Priority: seven (7) business days from sample receipt date results to be facsimile, ten (10) working days for final written report.

Urgent Priority: two (2) business days from date of sample receipt for facsimiled results, full written report to follow as soon as possible, but no later than seven (7) business days.

Top Priority: 24 hours from date sample receipt for facsimiled results, full written report to follow as soon as possible, but no later than five (5) business days.

WASTE REDUCTION AND RECYCLED-CONTENT PRODUCT PROCUREMENT

In the performance of this Agreement, Contractor shall use recycled content, used or reusable products, and practice other waste reduction measures where feasible and appropriate.

Recycled Content Products: All products purchased and charged/billed to the CIWMB to fulfill the requirements of this contract shall be Recycled Content Products (RCPs), or used (reused, remanufactured, refurbished) products. All RCPs purchased or charged/billed to the CIWMB to fulfill the requirements of the contract shall have both the total recycled-content (TRC) and the postconsumer content (PC) clearly identified on the products. Specific requirements for the aforementioned purchases and identification are discussed in the Terms and Conditions of the Contractual Agreement under Recycled-Content Product Purchasing and Certification.

The Contractor should, at a minimum, ensure that the following issues are addressed:

A. WRITTEN DOCUMENT PROVISION

All documents and/or reports drafted for publication by or for the Board in accordance with this contract shall adhere to the Board's *Guidelines For Preparing CIWMB Reports (available upon request)* and shall be reviewed by the Board's Contract Manager in consultation with one of the Board's editors.

In addition, these documents and/or reports shall be printed double-sided on paper with a minimum of 30% post-consumer recycled content fiber. The paper should identify the postconsumer recycled content of the paper (i.e., "printed on 50% postconsumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the Board's uses.

To the greatest extent possible, soy ink instead of petroleum-based inks should be used to print all documents.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board
Financial Assistance Branch
1001 "I" Street
P.O. Box 4025, MS-10
Sacramento, CA 95812-4025

- C. Each invoice submitted to the CIWMB must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use tax on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

and Creek Environmental Laboratories, Inc.

Agreement Number: IWM05077

Exhibit B (Page 2 of 5)

<u>TEST</u>	<u>METHOD #</u>	<u>UNIT \$</u>	<u>factor</u>	<u>product</u>
GAS ANALYSES (NTAT)				
Fixed Gases	ASTM D1945	\$50.00	0.214	\$10.700
Methane		\$45.00	0.214	\$9.630
Total Organics	EPA TO-15	\$100.00	0.214	\$21.400
Carbon Speciation	EPA TO-3	\$150.00	0.079	\$11.850
Hydrogen Sulfide	EPA TO-15,16	\$50.00	0.079	\$3.950
GAS ANALYSES (RUSH)				
Fixed Gases	ASTM D1945	\$55.00	0.054	\$2.970
Methane		\$50.00	0.054	\$2.700
Total Organics	EPA TO-15	\$125.00	0.054	\$6.750
Carbon Speciation	EPA TO-3	\$175.00	0.019	\$3.325
Hydrogen Sulfide	EPA TO-15,16	\$75.00	0.019	\$1.425
BURN ASH, SOLID WASTE & SOIL ANALYSES (NTAT)				
pH, Reactivity, Ignitability		\$129.00	0.040	\$5.160
Total CAM 17 Metals	EPA 6010	\$90.00	0.080	\$7.200
Total CAM 5 Metals	EPA 6010	\$45.00	0.080	\$3.600
TCLP RCRA Metals	EPA 1311	\$120.00	0.060	\$7.200
STLC CAM 17 Metals	EPA 6010	\$120.00	0.080	\$9.600
STLC CAM 5 Metals	EPA 6010	\$45.00	0.080	\$3.600
DI-WET, WET	EPA 6010, 22C	\$45.00	0.080	\$3.600
Organochlorine Pesticides	EPA 608/8082	\$90.00	0.060	\$5.400
Carbon Chain Breakdown C6-C44		\$300.00	0.060	\$18.000
PAH/PNAs	EPA 8270	\$150.00	0.060	\$9.000
SVOC	EPA 8270	\$225.00	0.040	\$9.000
Dioxins/Furans	EPA 8080A	\$300.00	0.030	\$64.000
BURN ASH, SOLID WASTE & SOIL ANALYSES (RUSH)				
pH, Reactivity, Ignitability		\$193.50	0.010	\$1.935
Total CAM 17 Metals	EPA 6010	\$150.00	0.020	\$3.000
Total CAM 5 Metals	EPA 6010	\$75.00	0.020	\$1.500
TCLP RCRA Metals	EPA 1311	\$180.00	0.015	\$2.700
STLC CAM 17 Metals	EPA 6010	\$180.00	0.020	\$3.600
STLC CAM 5 Metals	EPA 6010	\$75.00	0.020	\$1.500
DI-WET, WET	EPA 6010, 22C	\$75.00	0.020	\$1.500
Organochlorine Pesticides	EPA 608/8082	\$150.00	0.015	\$2.250
Carbon Chain Breakdown C6-C44		\$450.00	0.015	\$6.750
PAH/PNAs	EPA 8270	\$180.00	0.015	\$2.700
SVOC	EPA 8270	\$225.00	0.010	\$2.250
Dioxins/Furans	EPA 8080A	\$1,200.00	0.020	\$24.000
TOTAL				\$273.745



CREEK ENVIRONMENTAL LABORATORIES, INC.

141 SURFBOUNDRoad, SUITE C-5 • SAN LEANDRO, CALIFORNIA 94577 • TEL: (925) 671-1100 • FAX: (925) 671-1100

<u>ORGANIC CHEMICALS, LIQUID TPH & METALS</u>	<u>PRICE PER SAMPLE</u>
TPH Volatile, as Gasoline, and/or BTEX by GC (EPA 8015M/8021)	\$50
TPH Volatile, as Gasoline, by GC/MS (EPA 8260M)	\$80
TPH Volatile, as Gasoline, plus BTEX and MTBE by EPA 8260	\$95
TPH Volatile, as Gasoline, plus BTEX and 5 oxygenates by EPA 8260	\$125
Fuel Oxygenates by EPA 8260 (MTBE, DIPE, TAME, ETBE, TBA)	\$95
Ethanol & Methanol by EPA 8015M	\$70
Volatile Organic Chemicals by EPA 8260	\$180
VOCs and TPH Gas by GC/MS	\$200
TPH Extractable, as Diesel (incl. Crude, Motor Oil) by EPA 8015M	\$50
TPH Extractable, as Diesel (incl. Crude, Motor Oil) by GC/MS (EPA 8270M)	\$80
SemiVolatile Organic Chemicals by EPA 8270	\$225
SVOC 8270 and TPH extractable by GC/MS	\$305
Poly-Nuclear Aromatics (PNA/PAH) by EPA 8270	\$150
PNA by EPA 8270 and TPH Extractable by GC/MS	\$175
PNA-SIM by EPA 8270 and TPH Extractable by GC/MS	\$230
PNA-SIM by EPA 8270	\$150
CAM 17 Total Metals	\$150
Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, H, V, Zn	
Total Lead by EPA 6010/6020/7420	\$30
Soluble Lead by TCLP or STLC (WET) Extraction AND analysis	\$90
TCLP or STLC (WET) Extraction only	\$75
Mercury	\$10
Hexavalent Chromium (Cr+VI) by EPA 7196 AQ	\$10
<u>METALS ANALYSIS by EPA 200.7/6010 (ICP) or 200.8/6020 (ICP/MS)</u>	
Aluminum, Antimony, Arsenic, Barium, first element, digest included	\$30
Beryllium, Boron, Cadmium, Calcium, Chromium, each additional element	\$15
Cobalt, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Silver, Sodium, Selenium, Thallium, Vanadium, Zinc	
<u>DRINKING WATER PACKAGES</u>	
General Mineral, General Physical & Inorganics (Primary & Secondary)	\$450
Routine Turnaround Time: 7 working days, rush 10 days, 24 hrs, 4 days, 24 hrs, 5 days: \$850	
Inorganic Chemicals, not including Cyanide	\$225
General Minerals	\$150
includes Hardness, Calcium, Magnesium, Sodium, Potassium, Iron, Manganese, Copper, Zinc, pH, EC, TDS, Alkalinity, Chloride, Sulfate, Nitrate	
Irrigation Minerals - above General Minerals plus SAR and Boron	\$175
Copper & Lead, both metals, per sample	\$45
THM's (TriHaloMethanes) by EPA 524.2	\$100
Volatile Organic Chemicals, full list (including MTBE) by EPA 524.2	\$225



CREEK ENVIRONMENTAL LABORATORIES, INC.

141 S. HUMBOLDT ROAD, SUITE 100, SAN LEANDRO, CA 94701 • (925) 442-6610 • FAX (925) 442-0767

INORGANIC WET CHEMISTRY

<u>CONSTITUENT</u>	<u>PRICE</u>	<u>CONSTITUENT</u>	<u>PRICE</u>
Alkalinity	\$25	Odor	\$10
Ammonia	\$30	Oil & Grease (grav.)	\$50
BOD=Biochemical Oxygen Demand	\$50	Oxygen, Dissolved (DO)	\$20
Chloride	\$30	pH (aqueous)	\$10
Chlorine Residual	\$25	pH (soil)	\$25
Chlorophyll <i>a</i> (Biomass)	\$75	Phenolics, Total	\$75
COD=Chemical Oxygen Demand	\$50	Phosphorus, Total	\$50
Color	\$10	Phosphorus, Ortho	\$30
Conductivity (E.C.)	\$10	Total Dissolved Solids	\$25
Cyanide, Total or Reactive	\$75	Total Suspended Solids	\$25
Fluoride	\$30	% Moisture	\$25
Hardness	\$30	Settleable Solids	\$10
MBAS (Surfactants)	\$50	Sodium	\$15
Total Nitrogen Package	\$90	Sulfate	\$30
(includes TKN, Nitrate and Nitrite)		Sulfide (in water)	\$40
TKN (Total Kjeldahl Nitrogen)	\$60	Sulfide (in soil/waste)	\$75
Nitrate	\$25	for Total or Reactive Sulfide	
Nitrite	\$25	Turbidity	\$10
		Volatile Organics EPA 624	\$225
Stormwater Runoff standard group: pH, EC, Suspended Solids, Oil & Grease			\$95

MICROBIOLOGY

Coliform Bacteria, Total & e.coli, Presence/Absence (Drinking Water)	\$25
Coliform Bacteria, 5 tube MTF (2 to 8 MPN/100ml) (Bottled Water)	\$30
Note: Clients must tell lab upon sample receipt which dilutions to run:	
Coliform Bacteria, Total, 15 tube MTF (to 1600 MPN/100ml)	\$30
Coliform Bacteria, Total and Fecal, 15 tube MTF	\$50
Coliform Bacteria, Total, 25 tube MTF (to 160,000 MPN/100ml)	\$50
Coliform Bacteria, Total and Fecal, 25 tube MTF	\$70
Fecal Streptococcus or Enterococcus, 15 tube MTF	\$75
Fecal Streptococcus or Enterococcus, 25 tube MTF	\$90
Plate Count, Aerobic/Heterotrophic (to 3000 CFU/ml)	\$30
Plate Count, Aerobic/Heterotrophic (to 300,000 CFU/ml)	\$50



CREEK ENVIRONMENTAL LABORATORIES, INC.

141 N. RICHMOND ROAD, SUITE 200 - SAN LUIS OBISPO, CALIFORNIA 95070 - TEL: (805) 748-1100 - FAX: (805) 748-1101

FIELD SERVICES

Sampling technician available at \$50/hour
24 hour composite sampling available. ISCO rental \$75/day
Lab courier and hired courier services serving SLO, Monterey and Santa Barbara Counties.

DATA SERVICES

Samples are tracked with a computerized LIMS (Laboratory Information Management System)
EDT "State Form" for drinking water systems. No Charge. EDF Geotracker +10%
Chromatogram copies: \$10. Customized report formats can be produced; call for quote.

TURN-AROUND TIME

Rush available by prearrangement. Minimum Rush order = \$100. Rush premium:
24 Hour Turnaround Time: +100% 48 Hour TAT: +50% 3 day TAT: +33% 4 day TAT: +25%
5 working days is routine turnaround time for fuels testing.
7 working days is routine turnaround time for all other testing.

GENERAL TERMS AND CONDITIONS

Sample containers are available free of charge to clients.
For most samples, there is no disposal fee. However, hazardous samples may be returned to the client or a disposal fee assessed. Difficult matrices may require additional charges for preparation and analysis.
Payment for established customers is due 30 days after the date report is sent. Interest may be charged on delinquent accounts at 1.5% per month.
Liability limited to cost of analysis.
Discounts are available for long-term contracts and for high quantity orders.

FACILITY

Creek Environmental Laboratories operates in a 4000 square foot facility in San Luis Obispo, CA equipped to measure a wide spectrum of organic and inorganic chemical and microbiological analytes. Instrumentation includes GC, GC/MS, ICP, ICP/MS, AA, IC, spectrometers, incubators and more.

LABORATORY ORGANIZATION

Certified by California Department of Health Services, ELAP #1958. Founded 1973 by President Orval Osborne, with a B.S. in Chemistry, has 25 years experience in chemical analysis, including 15 years as Director and Supervisor of environmental laboratories. Lab Director Mike Ng has years of distinguished experience as Lab Director for several labs. Creek Environmental Laboratories staff includes 15 employees with Bachelor's or further degrees in Science, and well over a century of collective analytical laboratory experience.

Web site: www.creeklabs.com Email: info@creeklabs.com

For schedule effective January 12, 2006

6. **TRAVEL CLAUSE:** All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1.
7. **PROGRESS PAYMENTS:** If progress payments are allowed for services performed under this agreement, not less than ten (10) percent of the agreement amount shall be withheld pending final completion of the agreement, and receipt and acceptance by the State of any final reports required under the agreement. However, for those agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

RECYCLED-CONTENT CERTIFICATION

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 2/03 for Contracts)

Contract # _____

Recycled-Content Certification for Contracts

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager. This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's

Name _____ Date _____

Address _____ Phone _____

Fax _____ Web site _____

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Secondary Material (Percent) ³	Virgin Material (Percent) ⁴	Total Percent ⁵
										100%
										100%
										100%
										100%
										100%
										100%
			Total:							
			\$							

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed Name _____

Signature _____

Title _____

RECYCLED-CONTENT CERTIFICATION

Footnotes

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put "N/A."** Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.

Product category	State's recycled content requirements	
compost and co-compost (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC	
glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC	
lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC	
paint (PT) latex paint, interior/exterior, maintenance	50% TR 10% PC	
paper products (PP) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers	50% TR 10% PC	
plastic products (PL) toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets	50% TR 10% PC	
printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC	
solvents (SO) heavy printer cleaner, auto degreaser, parts cleaner	50% TR 10% PC	
steel products (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving	25% TR 10% PC	

tire-derived products (TD) flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts
50% PC

tires (TI) passenger, truck, bus, trailer/equipment tires.
50% TR
10% PC

TR = total recycled-content PC = postconsumer

- Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
 - Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer's paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not** include postconsumer material.
- Example:** If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.
- Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
 - The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

EXHIBIT E

1. **CONFERENCING PROVISIONS:** The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.
 - A. **Paper Products:** All paper products used to fulfill the requirements of this Contract (name tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.
 - B. **Re-usable Cups, Plates, & Utensils:** To the greatest extent possible, use reusable washable Utensils, dishes, tableware, and etc. rather than single use disposable products.
 - C. **Leftover Food & Beverages:** All leftover food and or beverages associated with the event Will be donated to an established food donation outlet. The arrangements for the donation Must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.
 - D. **Recycling/Composting:** The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or Biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.
 - E. **Soy-based Printing Ink:** To the greatest extend possible, soy ink instead of petroleum based Inks should be used to print all documents for the event.