

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR PROPOSAL (RFP) for Digester No. 2 Cleaning

Contact Person: Rebecca Overacre, Associate Civil Engineer  
Phone Number: (510) 287-1251  
E-mail Address: [rebecca.overacre@ebmud.com](mailto:rebecca.overacre@ebmud.com)

For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

**RESPONSE DUE**  
by  
**4:00 p.m.**  
on  
**July 14, 2017**  
at  
**EBMUD, Purchasing Division**  
**375 Eleventh St., First Floor**  
**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607  
Website: [ebmud.com](http://ebmud.com)

# EAST BAY MUNICIPAL UTILITY DISTRICT

## RFP for Digester No. 2 Cleaning

### TABLE OF CONTENTS

<b>I.</b>	<b>STATEMENT OF WORK .....</b>	<b>3</b>
A.	SCOPE.....	3
B.	PROPOSER QUALIFICATIONS .....	3
C.	SPECIFIC REQUIREMENTS .....	3
D.	DELIVERABLES / REPORTS .....	5
<b>II.</b>	<b>CALENDAR OF EVENTS .....</b>	<b>5</b>
A.	NON-MANDATORY SITE WALK .....	6
<b>III.</b>	<b>DISTRICT PROCEDURES, TERMS, AND CONDITIONS .....</b>	<b>6</b>
A.	RFP ACCEPTANCE AND AWARD.....	6
B.	EVALUATION CRITERIA/SELECTION COMMITTEE .....	7
C.	PRICING.....	8
D.	PROTESTS.....	10
E.	INVOICING .....	11
F.	BONDS .....	11
<b>IV.</b>	<b>RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION .....</b>	<b>11</b>
A.	DISTRICT CONTACTS .....	11
B.	SUBMITTAL OF RFP RESPONSE .....	12
C.	RESPONSE FORMAT .....	13

### ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET  
EXHIBIT B – INSURANCE REQUIREMENTS  
EXHIBIT C – BOND FORMS  
EXHIBIT D – GENERAL REQUIREMENTS  
EXHIBIT E – PHOTOGRAPHS  
EXHIBIT F – DRAWINGS  
EXHIBIT G – WASTE CHARACTERIZATION PROFILE  
EXHIBIT H – DISTRICT-APPROVED TREATMENT AND DISPOSAL SITES

## **I. STATEMENT OF WORK**

### **A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe the services requested.

East Bay Municipal Utility District (District) intends to award a one-time contract to the Proposer who best meets the District's requirements.

The location of this work is the District's Main Wastewater Treatment Plant (MWWTP) at 2020 Wake Avenue, Oakland, California. The scope of this work is to clean Digester No. 2 and to dewater and dispose of all solid material removed from the digester. Decanted liquid may be returned to the MWWTP. Details are provided in the SPECIFIC REQUIREMENTS section below.

### **B. PROPOSER QUALIFICATIONS**

#### **1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been successfully engaged in at least two separate contracts within the last five years for the cleaning of an anaerobic digester greater than 100,000 gallons in size.
- b. Proposer, Proposer's principal, or Proposer's staff shall have been successfully engaged in at least two separate contracts within the last five years involving use of mobile dewatering equipment to dewater matter similar to the dregs described herein.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

### **C. SPECIFIC REQUIREMENTS**

This work involves extraction and removal of all liquid and solid substances (dregs) from Digester No. 2 at the District's MWWTP after it has been drained to the extent possible through existing valves. The contractor shall dewater and haul dregs to a landfill.

#### **Digester Description**

Digester No. 2 is a cylindrical, concrete structure with a cone-shaped base. A photograph is provided in Exhibit E. The digester is 95 feet in diameter and 52 feet in height at its center. The sidewalls are 29 feet above grade. The total volume of the digester is nearly two million gallons. There are three access ports, all of which are elliptical shaped, 2'6" wide and 1'6" high at maxima. Two access ports are located on

opposite sides of the digester at approximately one foot above grade. The third access port is approximately eight feet above grade.

Digester No. 2 was originally constructed in 1956. Horizontal stressing bars were added in 1970. Pipe modifications were made in 1973 and 1993. The floating roof cover was removed in 2006 and replaced with a dome-shaped, dual-membrane cover with a cable support system. The existing dual-membrane cover may be removed prior to the cleaning, but the cable support system will be left in place. Access via overhead cranes will not be possible.

Drawings are provided in Exhibit F. Please note that the digester numbering scheme changed in 1973. Drawings prior to 1973 identify this digester as Digester No. 4. Drawings dated 1973 or later identify this digester as Digester No. 2.

### **Work Description**

Digester No. 2 was last cleaned in 2006. The material that has settled in the bottom of the digester since that time will likely be hardened and in the form of large, dense clumps. Cleaning will be challenging due to the cone-shaped bottom of the digester and the small size of the access ports.

The digester is currently in operation; therefore, the amount of dregs that will remain after draining is unknown at this time. The volume is estimated at 500,000 to 700,000 gallons. The Contractor shall remove the dregs from the digester and dewater this material onsite using mobile tanks and/or equipment supplied by the Contractor. District staff will provide direction for how to transfer the decanted liquid to the MWWTP headworks. Dewatered solids shall be hauled offsite by the Contractor.

The Contractor shall pressure wash the interior of the digester once all dregs have been removed. At the conclusion of the project, the Contractor shall deliver to the District a digester that shall be clear of visible debris and empty of all liquid.

District staff will remove the cover hatches of the three access ports described above to allow the Contractor access to the inside of the digester. District staff will conduct lock-out-tag-out procedures with the Contractor. The District will provide non-potable water maintained at a pressure of 60 psi and one electrical circuit of 120V, up to 20A. For additional or larger power needs, Contractor must supply a generator.

Contractor must comply with all OSHA regulations for worker safety.

**Waste Disposal**

The Contractor is responsible for all disposal costs. The District is certified with Republic Landfills for disposal of material extracted in digester cleaning. A copy of the current waste characterization profile is provided in Exhibit G. The landfill selected by the contractor is not required to be a Republic Landfill site, but it must be on the list of pre-approved landfills provided in Exhibit H.

**Work Plan**

Prior to conducting the work, the Contractor must provide a written work plan containing the elements listed in the DELIVERABLES section below.

**Schedule**

The work plan must be submitted within two weeks of Notice to Proceed (NTP). Contractor shall mobilize within one week of approval of the work plan, and the work must be completed within three consecutive weeks from time of mobilization. All work shall be completed within 60 calendar days of NTP.

**D. DELIVERABLES / REPORTS**

1. Work plan, which shall include the following at a minimum:
  - Description of approach, specifying entry method and equipment to be used
  - Job hazards analysis
  - Confined space entry plan
  - Schedule showing dates and planned work hours
  - Landfill disposal site

**II. CALENDAR OF EVENTS**

EVENT	DATE/LOCATION	
<b>RFP Issued</b>	June 22, 2017	
<b>MANDATORY Site Walk</b>	July 10, 2017 at 10:00am	MWWTP Visitor Check-In Station 2020 Wake Avenue Oakland, CA 94607
<b>Response Due</b>	July 14, 2017 by 4:00 p.m.	
<b>Anticipated Contract Start</b>	August 16, 2017	

**Note:** All dates are subject to change.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

**A. NON-MANDATORY SITE WALK**

A non-mandatory site walk will be held to:

1. Provide Proposers an opportunity to view the work location.
2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in an Addendum following the site walk/Proposal conference.

**III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

**A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as

the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

## B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of work. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a higher-weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Understanding of the Project:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> <li>4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?</li> </ol>
<b>B.</b>	<p><b>Methodology:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology minimize disruption to normal plant activities?</li> <li>3. Does the equipment occupy a reasonable footprint and not require</li> </ol>

	excessive space?
<b>C.</b>	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the District to finance this project).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
<b>D.</b>	<p><b>Implementation Plan and Schedule:</b></p> <p>An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.</p>
<b>E.</b>	<p><b>Relevant Experience:</b></p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the Proposer have experience on similar projects?</li> <li>2. Do references support that the Proposer is capable of performing this work?</li> </ol>
<b>F.</b>	<p><b>Contract Equity Program:</b></p> <p>Proposer shall be eligible for SBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.</p>

## C. PRICING

1. Prices quoted shall be firm for the first three months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.



4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

This project falls within the definition of a Public Works project as defined in Section 1720 of the Labor Code. All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

#### D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the

District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. BONDS

1. The successful Proposer will be required to post and maintain a Faithful Performance Bond for one hundred percent (100%) of the total contract amount with the District. Bonds must be on District forms attached to this RFP as **Exhibit C - Bond Forms**.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Rebecca Overacre, Associate Civil Engineer

EBMUD-Wastewater Planning

E-Mail: rebecca.overacre@ebmud.com

PHONE: (510) 287-1251

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Rebecca Overacre, Associate Civil Engineer

EBMUD-Wastewater Planning

E-Mail: rebecca.overacre@ebmud.com

PHONE: (510) 287-1251

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address, cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
Digester No. 2 Cleaning  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD  
East Bay Municipal Utility District  
Digester No. 2 Cleaning  
EBMUD–Purchasing Division  
375 Eleventh Street, First Floor  
Oakland, CA 94607

**Proposer's name, return address, and the RFP number and title must also appear on the mailing package.**

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.  
  
Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

#### C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, or E, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**

2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# **EXHIBIT A**

## **RFP RESPONSE PACKET**

### **RFP For – DIGESTER NO. 2 CLEANING**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_  
(Official Name of Proposer)

#### **RFP RESPONSE PACKET GUIDELINES**

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **PROPOSAL**
    - Basic description of the firm and subcontractors
    - Experience of the firm and subcontractors for this type of work
    - Approach, including equipment type
    - Schedule
    - All other relevant information
  - **EXHIBIT A – RFP RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.



This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

10. The undersigned acknowledges **ONE** of the following (please check only one box)\*:

- ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State. No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total.

The volume of dregs will be determined by the Engineer at the start of contract based on digester level. For bidding purposes, assume the quantity of dregs will be approximately 700,000 gallons. The contractor will be compensated for Item No. 1 in the cost table below for satisfactory completion of the work, regardless of the volume of dregs. The amount of compensation for each gallon of dregs extracted, dewatered, and hauled/disposed shall be computed by multiplying the actual quantity by the appropriate bid Unit Price stated in Item 2 in the cost table below except as follows:

1. Increases of more than 20 percent: If the actual volume of dregs exceeds the estimated quantity by more than 20 percent, the quantity in excess of 120 percent of the estimated quantity shall be paid for based upon (a) actual unit cost or (b) as mutually agreed to by the Contractor and the Engineer. If costs applicable to the Work performed include fixed costs, such fixed costs shall be included in the lump sum estimate for Item No. 1 in the cost table below.
2. Decreases of more than 20 percent: If the actual volume of dregs is less than 80 percent of the estimated quantity, the quantity shall be paid for (a) based upon actual cost, or (b) as mutually agreed to by the Contractor and the Engineer. Payment for the actual quantity of work performed shall, in no case, exceed the payment that would have been made for performance of 80 percent of the estimated quantity at the bid Unit Price.

The Contractor shall be compensated only for the actual quantities of work performed which were directed by the Engineer.

Item No.	Description	Unit Cost	Cost
1	Preparation, Mobilization, Pressure Washing, Demobilization	Lump Sum	\$_____
2	Extraction, dewatering, and hauling/disposal of dregs (assume quantity of 700,000 gallons)	\$_____ per gallon	\$_____
		<b>Total</b>	<b>\$_____</b>



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, etc.).

1. **Letter of Transmittal:** RFP response shall include a letter of transmittal that provides a contact name, telephone number, and email address. This letter should not exceed one (1) page in length.
2. **Description of the Proposed Equipment/System:** RFP response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response.
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. The description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
4. **References:**
  - (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references. At least one reference must be provided.
  - (b) To the extent possible, references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Proposers must verify the contact information for all references provided is current and valid.
    - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District

reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

5. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

6. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



## REFERENCES

### RFP For Digester No. 2 Cleaning

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of one reference.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP For Digester No. 2 Cleaning

**Proposer Name:** \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

\*Print additional pages as necessary



## **CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY**

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

**[Contract Equity Program Guidelines and Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link:

**<http://ebmud.com/business-center/contract-equity-program/>**

If you have questions regarding the Contract Equity Program please call (510) 287-0114.





## EXHIBIT B

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

### INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Pollution Legal Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



# CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:****TYPE OF INSURANCE:** Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.**LIMITS OF LIABILITY:****(MINIMUM)**

\$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

**SELF INSURED RETENTION (\$):** (Auto) (GL) (if applicable)

Aggregate Limits (AUTO) (GL) (if applicable)

**INSURANCE COMPANY(IES):** (Auto) (GL)**POLICY NUMBER(S):** (Auto) (GL)**POLICY TERM:** From: (Auto) (GL) To: (Auto) (GL)**THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):**

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. \_\_\_\_\_
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☒ The policy(ies) covers *explosion, collapse, and underground* hazards.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☒ The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. ☒ The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

**IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.**

Signed \_\_\_\_\_

Address \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_



## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department:  
Street Address: 375 11<sup>th</sup> Street, MS 702  
Mailing Address: P.O. Box 24055  
City, State, Zip: Oakland, CA 94623-1055

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Purchase Order  
Number:

(Completed by EBMUD)

Insured:

Address:

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

**TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

**INSURANCE COMPANY:**

**POLICY NUMBER:**

**POLICY  
TERM:**

From:

To:

**The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.**

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.**

Signed:

Date:

Firm:

E-mail

Address:

Phone:

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



## CERTIFICATE OF POLLUTION LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_  
Insured: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

\_\_\_\_\_

**TYPE OF INSURANCE:** Pollution Liability (Claims Made Basis)

**MINIMUM LIMITS OF LIABILITY:** \$2,000,000 each claim - \$5,000,000 aggregate

**INSURANCE COMPANY:** \_\_\_\_\_

**POLICY NUMBER:** \_\_\_\_\_

**POLICY TERM:** From: \_\_\_\_\_ To: \_\_\_\_\_

**POLICY TAIL:** From: \_\_\_\_\_ To: \_\_\_\_\_

**The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.**

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.**

Signed: \_\_\_\_\_  
Authorized Signature of Broker, Agent, or Underwriter

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

## **EXHIBIT C**

### **BOND FORMS**



DATE \_\_\_\_\_

## FAITHFUL PERFORMANCE BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

## FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated the day and year entered on the first page hereof.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\*Title \_\_\_\_\_

By \_\_\_\_\_

\*\*Title \_\_\_\_\_

(SEAL OF SURETY)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

*Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.*

The foregoing Bond was accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, East Bay Municipal Utility District

Specifications / Proposal No. \_\_\_\_\_

\_\_\_\_\_  
\*If corporation, Corporate President or CEO; if Partnership, Partner.

\*\*Corporate Secretary or financial officer.





DATE \_\_\_\_\_

# PAYMENT BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

## KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the contractor named above, hereinafter called the Contractor, has this day entered into a Contract with East Bay Municipal Utility District, hereinafter called the District, to perform and complete the work set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part hereof; and

WHEREAS, Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof, require contractors upon public work to file with the body by whom such contract was awarded a good and sufficient bond to secure the claims to which reference is made in said sections, NOW THESE PRESENTS

WITNESSETH: That the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto any and all materialmen, persons, firms, or corporations furnishing materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, and to all persons, firms or corporations renting or hiring implements or machinery for or contributing to the said work to be done and to all persons who perform work or labor of any kind or nature thereon, or in connection therewith, and to all persons who supply both work and materials, in the sum entered on the first page hereof, lawful money of the United States of America, being not less than the total amount payable by the terms of said Contract, for which payment well, truly and promptly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

PAYMENT BOND

The condition of the above obligation is such that if the Contractor, or the Contractor’s subcontractors, fail to pay for any materials, provisions or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of said Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof: PROVIDED ALSO, that in case suit is brought upon this Bond a reasonable attorney’s fee shall be awarded by the court to the prevailing party in said suit, said attorney’s fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated the day and year entered on the first page hereof.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\*Title \_\_\_\_\_

By \_\_\_\_\_

\*\*Title \_\_\_\_\_

(SEAL OF SURETY)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

*Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety’s representative is authorized to bind the Surety must accompany this bond.*

The foregoing Bond was accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, East Bay Municipal Utility District

Specifications / Proposal No. \_\_\_\_\_

\*If corporation, Corporate President or CEO; if Partnership, Partner.  
\*\*Corporate Secretary or financial officer.

## **EXHIBIT D**

### **GENERAL REQUIREMENTS**

## GENERAL REQUIREMENTS

### CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY OF TITLE
8. WARRANTY OF FITNESS
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES
12. PAYROLL RECORDS
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION/RESPONSIBILITY
22. ASSIGNMENTS
23. NEWS RELEASES
24. TRANSFER OF INTEREST
25. SEVERABILITY
26. COVENANT AGAINST GRATUITIES
27. RIGHTS AND REMEDIES OF THE DISTRICT
28. WAIVER OF RIGHTS
29. CONFIDENTIALITY

#### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## 2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

### **3. CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

### **4. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

### **5. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

### **6. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

### **7. WARRANTY OF TITLE**

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

**8. WARRANTY OF FITNESS**

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

**9. SAFETY AND ACCIDENT PREVENTION**

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

**10. CHARACTER OF WORKFORCE**

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.



- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

### **13. HOURS OF LABOR**

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all

hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

#### **14. EMPLOYMENT OF APPRENTICES**

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

#### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order

preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a

detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **18. TERMINATION**

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - 3. A receiver is appointed to take charge of the Contractor's property.
  - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default;, or the Contractor does not fully carry out an accepted plan to cure.
  - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
  - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials,

plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
  - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **19. DAMAGES**

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet
- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown

## **21. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.



c. This indemnification shall survive termination or expiration of the Contract.

**22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

**23. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. TRANSFER OF INTEREST**

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

**25. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**26. COVENANT AGAINST GRATUITIES**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**27. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**28. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future

occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

## **29. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

# EXHIBIT E

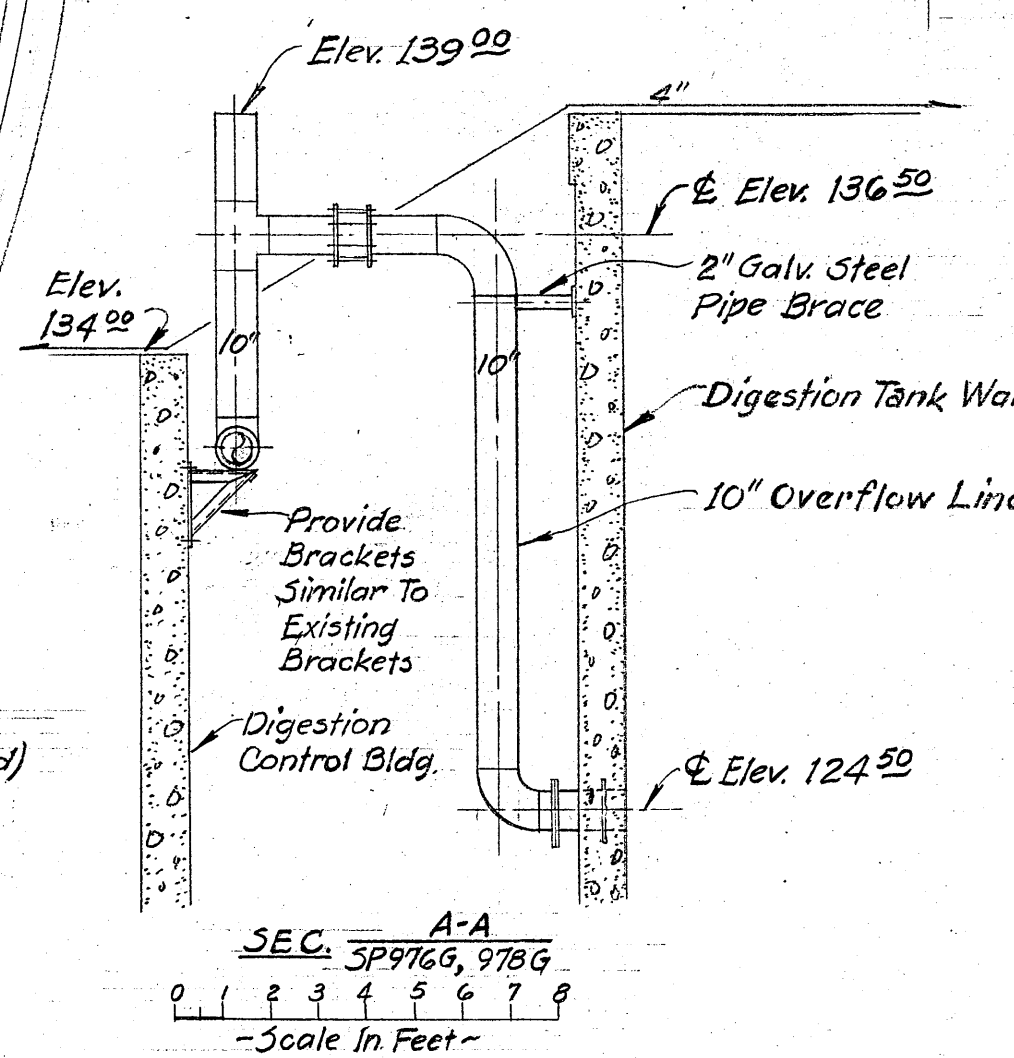
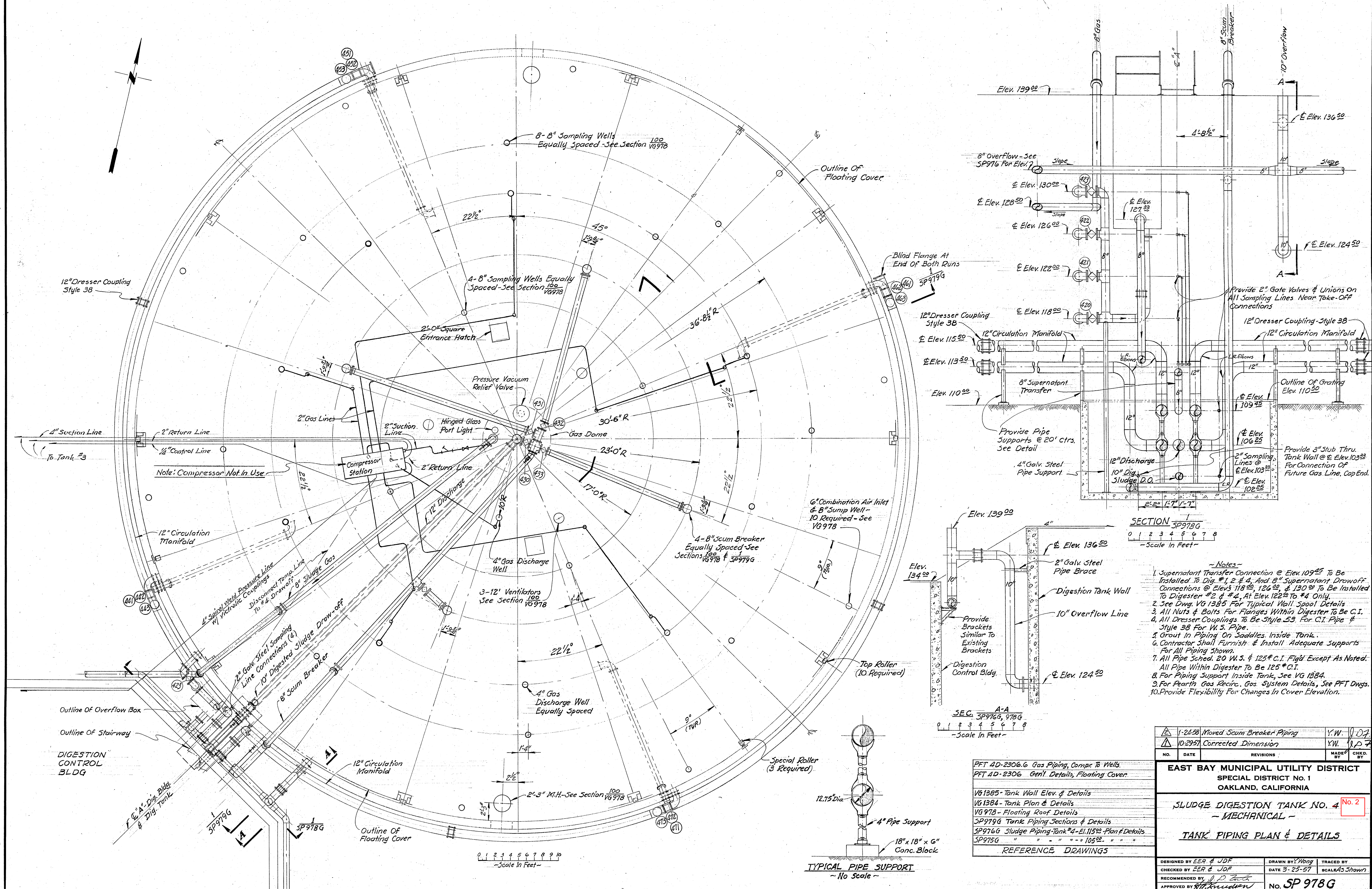
## PHOTOGRAPHS



**EXHIBIT F**


**DRAWINGS**





- Notes:
1. Supernatant Transfer Connection @ Elev. 109'45" To Be Installed To Dig. #1, 2 & 4. And 8" Supernatant Drawoff Connections @ Elev. 118'25", 126'25", & 130'25" To Be Installed To Digester #2 & #4. At Elev. 122'25" To #4 Only.
  2. See Dwg. VG 1385 For Typical Wall Spool Details
  3. All Nuts & Bolts For Flanges Within Digester To Be C.I.
  4. All Dresser Couplings To Be Style 53 For C.I. Pipe & Style 38 For W.S. Pipe.
  5. Grout In Piping On Saddles Inside Tank.
  6. Contractor Shall Furnish & Install Adequate Supports For All Piping Shown.
  7. All Pipe Sched. 20 W.S. & 125# C.I. Flgd. Except As Noted. All Pipe Within Digester To Be 125# C.I.
  8. For Piping Support Inside Tank, See VG 1384.
  9. For Piping Gas Recirc. Gas System Details, See PFT Dwg.
  10. Provide Flexibility For Changes In Cover Elevation.

PFT 4D-2306.G Gas Piping, Compr. To Wells	
PFT 4D-2306 Genl. Details, Floating Cover	
VG 1385 - Tank Wall Elev. & Details	
VG 1384 - Tank Plan & Details	
VG 978 - Floating Roof Details	
SP979G Tank Piping Sections & Details	
SP976G Sludge Piping Tank #4 - El. 115'25" Plan & Details	
SP975G " " " " " " " " " " " "	
REFERENCE DRAWINGS	

	1-24-58	Moved Scum Breaker Piping	Y.W.	J.D.F.
	10-29-57	Corrected Dimension	Y.W.	J.D.F.
NO.	DATE	REVISIONS	MADE BY	CHKD. BY

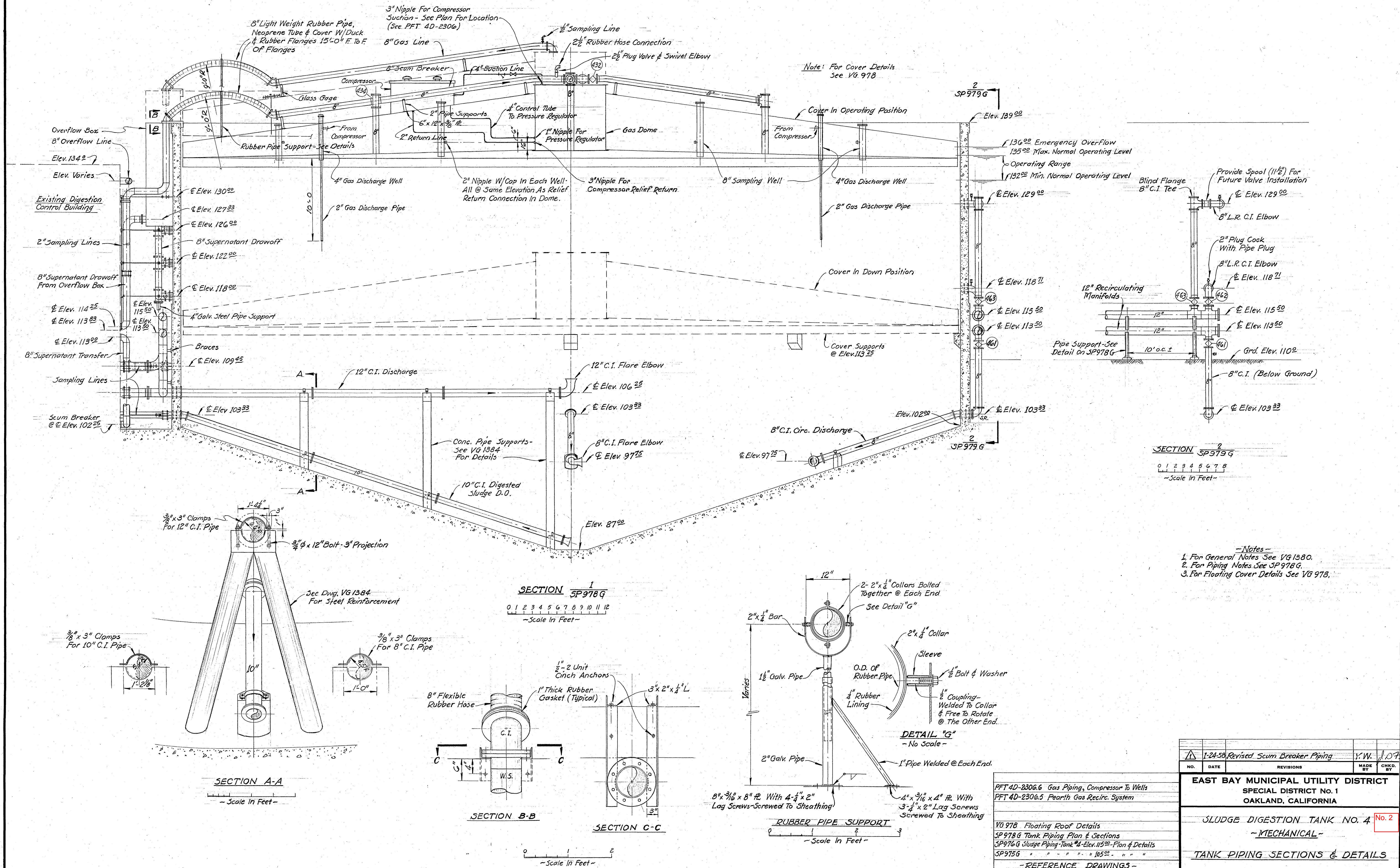
EAST BAY MUNICIPAL UTILITY DISTRICT  
SPECIAL DISTRICT No. 1  
OAKLAND, CALIFORNIA

SLUDGE DIGESTION TANK NO. 4  
- MECHANICAL -

TANK PIPING PLAN & DETAILS

DESIGNED BY EER & JDF	DRAWN BY Y.Wong	TRACED BY
CHECKED BY EER & JDF	DATE 3-25-57	SCALE As Shown
RECOMMENDED BY J.D.F.		
APPROVED BY J.D.F.	No. SP 978 G	





SECTION 2  
SP979G  
Scale In Feet

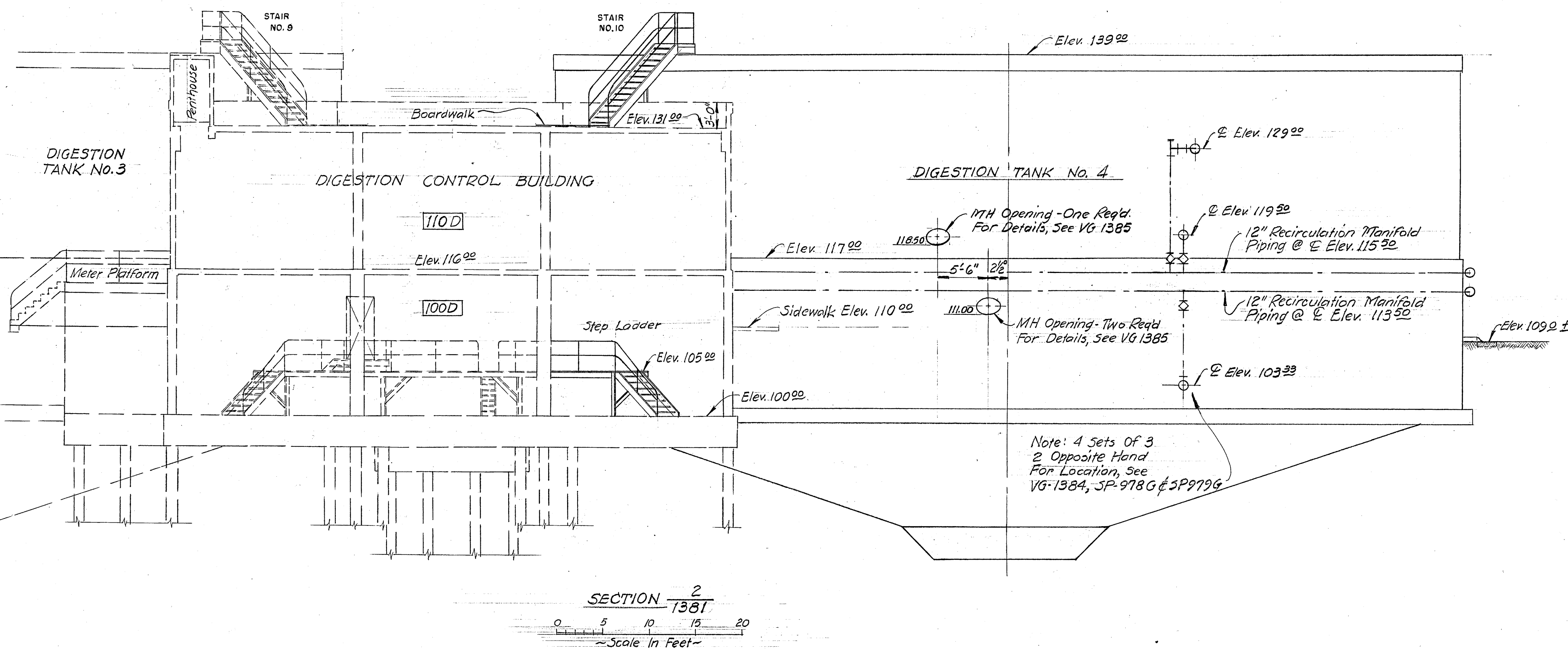
Notes  
1. For General Notes See VG 1380.  
2. For Piping Notes See SP978G.  
3. For Floating Cover Details See VG 978.

1-24-58 Revised Scum Breaker Piping				Y.W.	107
NO.	DATE	REVISIONS	MADE BY	CHKD. BY	
EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA					
SLUDGE DIGESTION TANK NO. 4					
-MECHANICAL-					
TANK PIPING SECTIONS & DETAILS					
DESIGNED BY EER & JDF					
DRAWN BY Y.Wong					
CHECKED BY EER & JDF					
DATE 3-27-57					
RECOMMENDED BY J.D. Smith					
APPROVED BY H.H. Krukenstein					
No. SP 979 G					

PFT 4D-2306.6	Gas Piping, Compressor To Wells
PFT 4D-2306.3	Pearth Gas Recirc. System
VG 978	Floating Roof Details
SP 978 G	Tank Piping Plan & Sections
SP 976 G	Sludge Piping Tank #4 Elev. 115' Plan & Details
SP 975 G	" " " " " 105' " " "

-REFERENCE DRAWINGS-





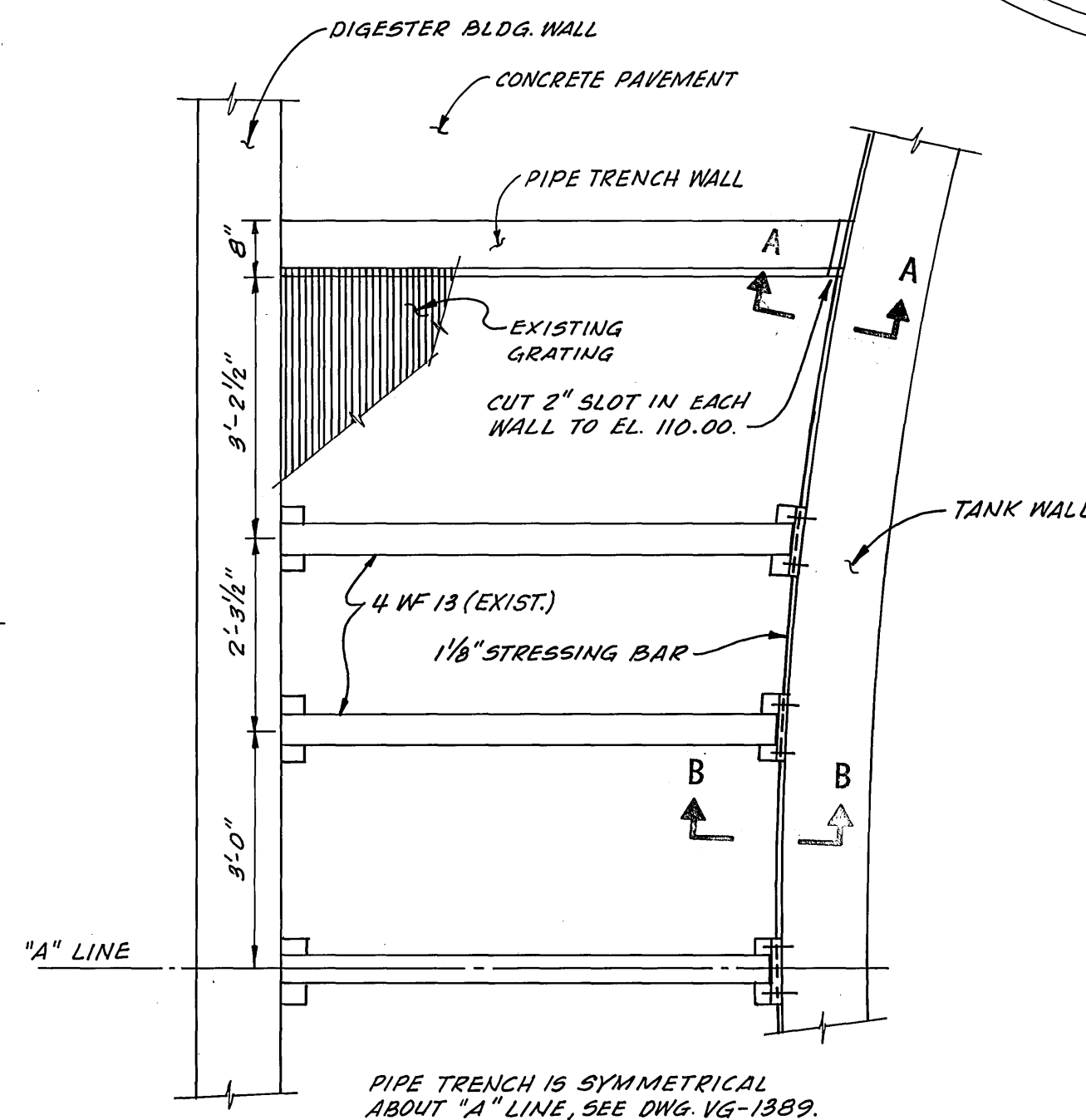
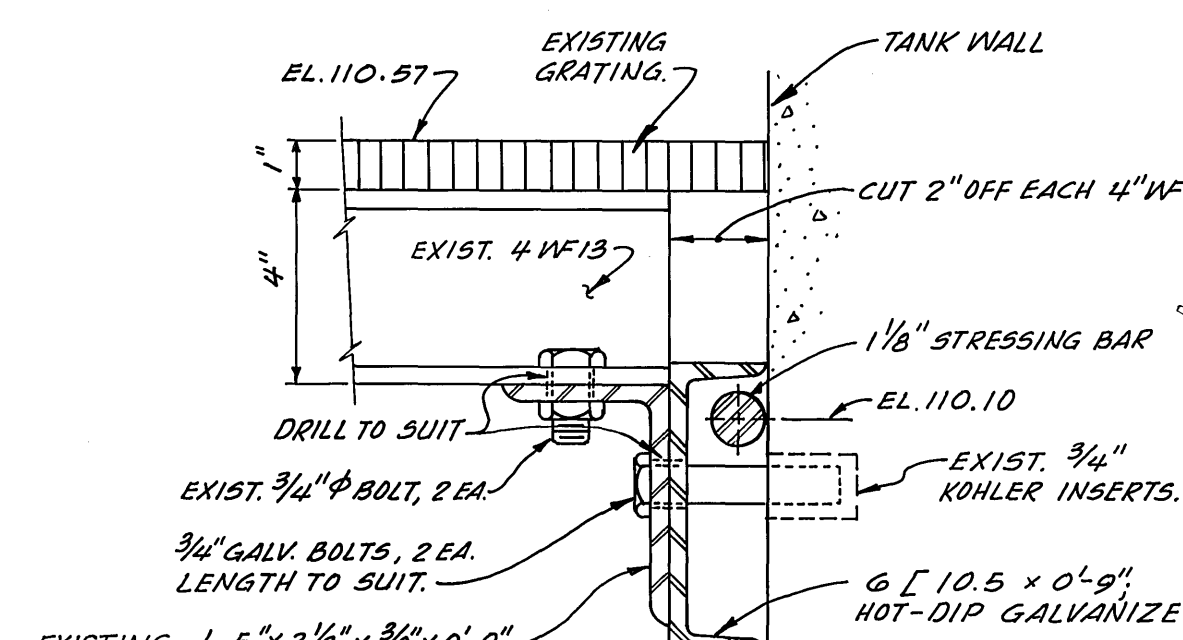
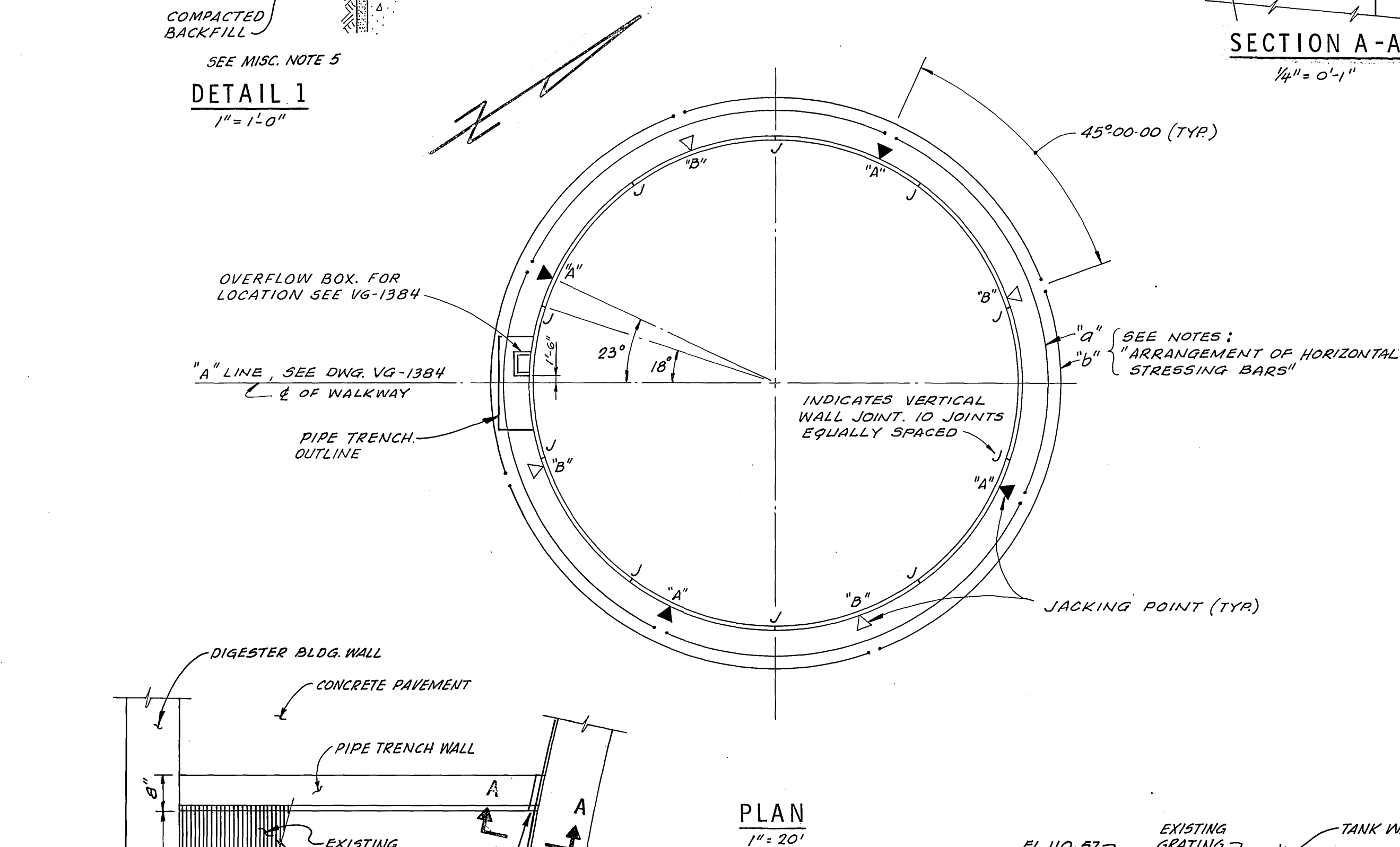
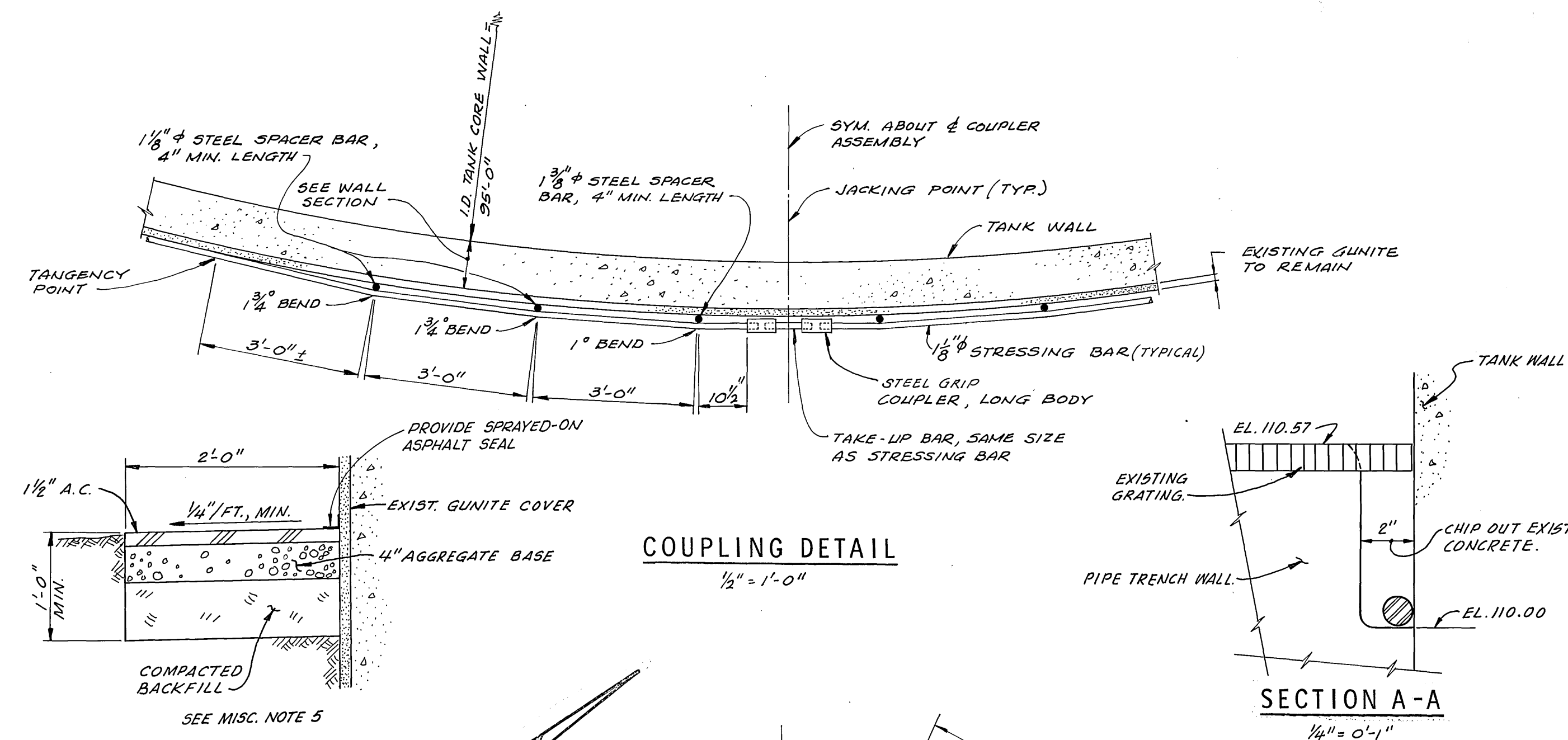
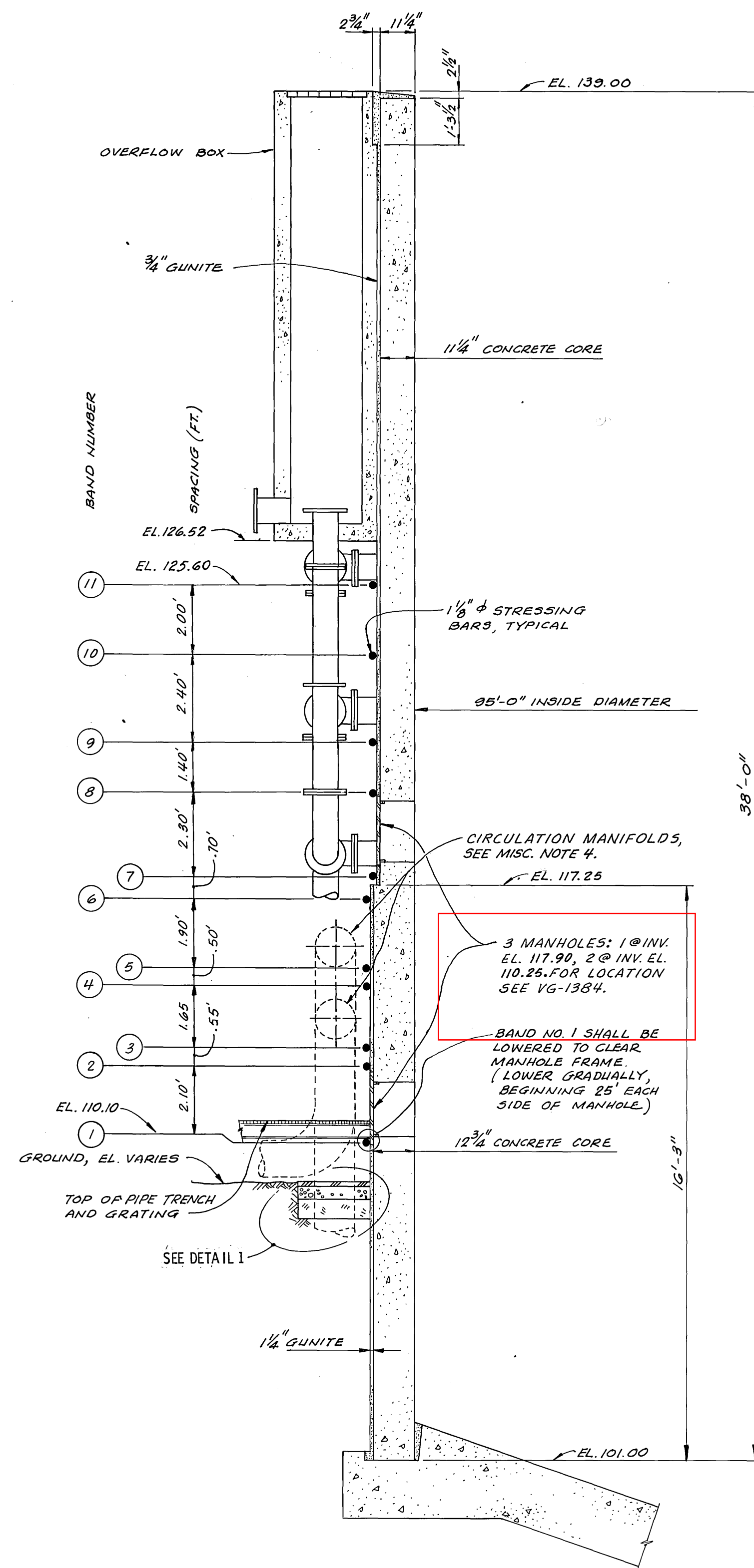
- Notes-
1. For General Notes See VG 1380
  2. Piping & Pipe Supports Not Shown.  
See VG 1384 & M.Tech. Dwg.
  3. For Piling See VG 1383.
  4. For Floating Cover, See VG 978.

NO.	DATE	REVISONS	MADE BY	CHKD BY
EAST BAY MUNICIPAL UTILITY DISTRICT				
SPECIAL DISTRICT No. 1				
OAKLAND, CALIFORNIA				
SLUDGE DIGESTION TANK NO. 4				No. 2
-STRUCTURAL-				
CROSS - SECTIONS				
DESIGNED BY H. R. PIRKNER		DRAWN BY CFK		TRACED BY Wong
CHECKED BY S. KORETSKY		DATE 9-8-86		SCALE As shown
RECOMMENDED BY <i>J. P. Smith</i>		No. <i>VG-1382</i>		
APPROVED BY <i>J. P. Smith</i>				









## GENERAL

1. HORIZONTAL STRESSING OF THE WALL SHALL BE ACCOMPLISHED BY USE OF STEEL BARS JOINED BY MEANS OF STEEL GRIP COUPLERS. SEE SPECIFICATIONS THIS SHEET.
2. SMOOTH OFF GUNITE AT BAR LOCATIONS.

ARRANGEMENT OF HORIZONTAL STRESSING BARS (SEE PLAN)

1. EACH HORIZONTAL BAND IS COMPOSED OF 4- $\frac{1}{8}$ " STRESSING BARS
2. THE STRESSING BARS MARKED "a" CONSTITUTE ALTERNATE BANDS.
3. THE STRESSING BARS MARKED "b" CONSTITUTE REMAINING BANDS.
4. STRESSING BARS "a" ARE COUPLED AT JACKING POINTS "A".
5. STRESSING BARS "b" ARE COUPLED AT JACKING POINTS "B".

## HORIZONTAL STRESSING

1. THE TENSION PRODUCED IN THE STRESSING BARS DURING THE STRESSING OPERATIONS SHALL NOT EXCEED AT ANY TIME 80% OF THE MINIMUM ULTIMATE STRENGTH OF THE BARS.
2. STRESSING BARS AT FINAL PLACEMENT SHALL HAVE INITIAL STRESS, AT GRIP COUPLERS, OF NOT LESS THAN 70% OF THE MINIMUM ULTIMATE STRENGTH OF THE BARS.
3. TENSIONING JACK CALIBRATION SHALL BE CHECKED.

### STRESSING BAR SPECIFICATION

1. THE PHYSICAL PROPERTIES OF THE STRESSING BAR STEEL, DETERMINED BY STATIC TENSILE TESTS, SHALL CONFORM TO THE FOLLOWING:  

MINIMUM ULTIMATE STRENGTH	= 160,000 PSI
MINIMUM STRESS @ 0.7% ELONGATION	= 140,000 PSI
MINIMUM STRESS @ 0.3% ELONGATION	= 85,000 PSI

ELONGATION IN 10 INCHES:

FOR 160,000 PSI STRESS	= 6.5% MIN.
------------------------	-------------

MODULUS OF ELASTICITY =  $25 \times 10^6$  TO  $35 \times 10^6$  PSI
2. STRESS-STRAIN CURVES, CERTIFYING PHYSICAL PROPERTIES FOR EACH MILL HEAT OF BAR STEEL, ARE REQUIRED.
3. MEASURED CIRCUMFERENCE OF TANK: ABOVE ELEV. 117.25 - 305.41'  
BELOW ELEV. 117.25 - 306.45'

## CORROSION PROTECTION

1. EXCEPT FOR 2 INCHES ON EACH END OF STRESSING BARS AND ALL OF TAKE-UP BARS, ALL STRESSING BARS, SPACER BARS, AND STEEL GRIP COUPLERS SHALL BE COATED WITH CHEM-ZINC, MANUFACTURED BY DEVCO & REYNOLDS CO., INC. TAKE-UP BARS AND INTERNAL THREADED SLEEVES SHALL NOT BE COATED.
2. INJECT "NO OXIDE A" INTO ALL GRIP COUPLERS AFTER STRESSING IS COMPLETED.

## MISCELLANEOUS

1. FOR LOCATION OF PIPING ON THE EXTERIOR OF THE TANK WALL, SEE DRAWINGS SP978-G, SP979-G, AND VG-1385. FOR PIPE TRENCH DETAILS, SEE DRAWING VG-1389
2. WHERE NECESSARY, LOCATION OF STRESSING BARS SHALL BE SLIGHTLY ADJUSTED TO CLEAR MANHOLE COVER FRAME, GRATING, AND OTHER EXISTING OBSTRUCTIONS.
3. TAKE-UP BARS SHALL BE CALCULATED AS 12" LONG BEFORE STRESSING, BUT SHALL BE FURNISHED 18" LONG AND FIELD CUT TO ACTUAL LENGTH NECESSARY TO PROPERLY ENGAGE GRIPS. ONE EXTRA TAKE-UP BAR PER BAND SHALL BE FURNISHED.
4. THE 12" CIRCULATION MANIFOLDS SHALL BE REMOVED , AS REQUIRED, PRIOR TO PLACING THE STRESSING BARS.
5. ASPHALT CONCRETE PAVEMENT TO BE LOCATED ADJACENT TO TANK IN EXISTING LANDSCAPED AREA ONLY.

APPROVED Ol Farkin  
CHIEF ENGINEER R.P.E. No. C 762

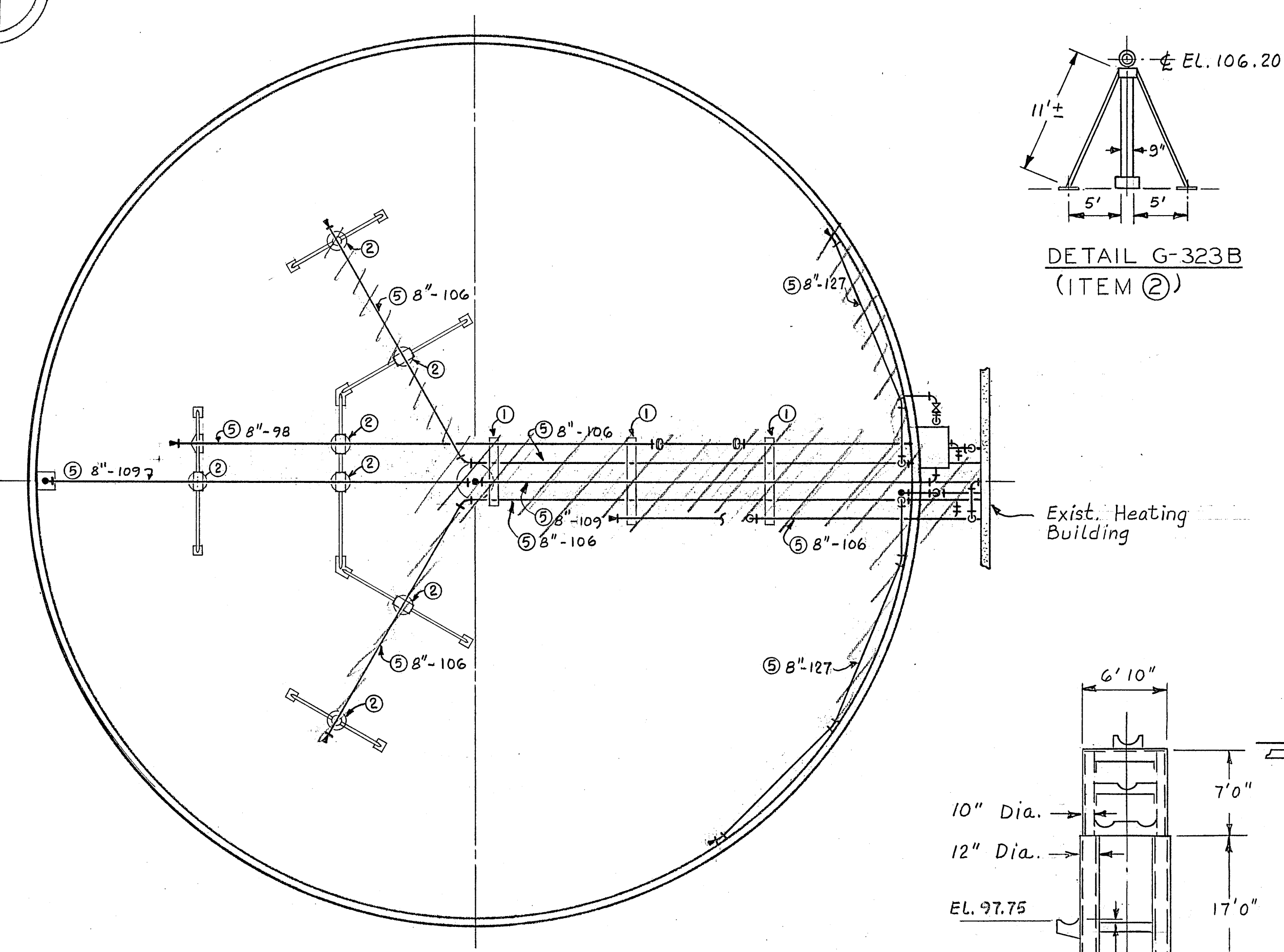
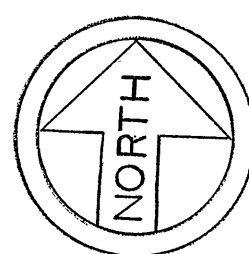
**EAST BAY MUNICIPAL UTILITY DISTRICT  
OAKLAND, CALIFORNIA**

SPECIAL DISTRICT NO. 1  
SLUDGE DIGESTION TANK NO. 4

## BAR STRESSING

VG-1396



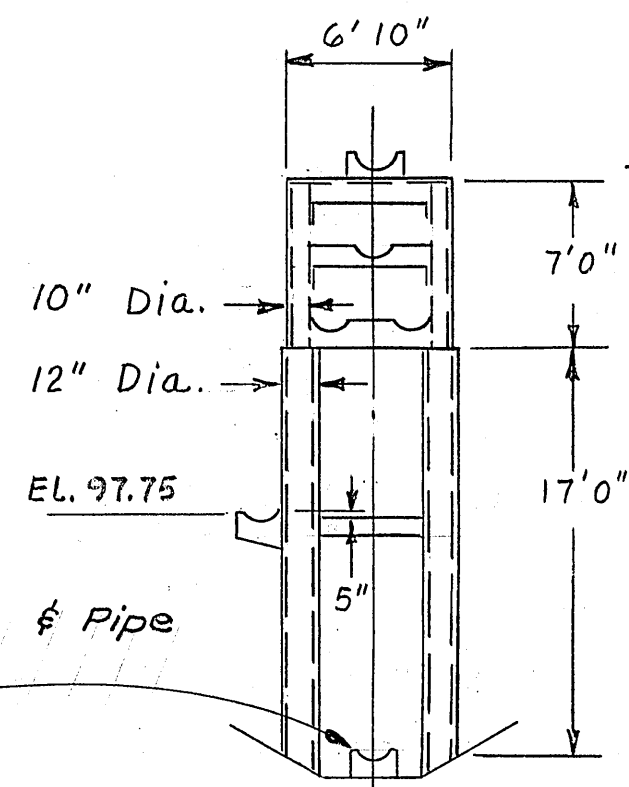


PLAN - DIGESTERS NO. 1, 3 & 4

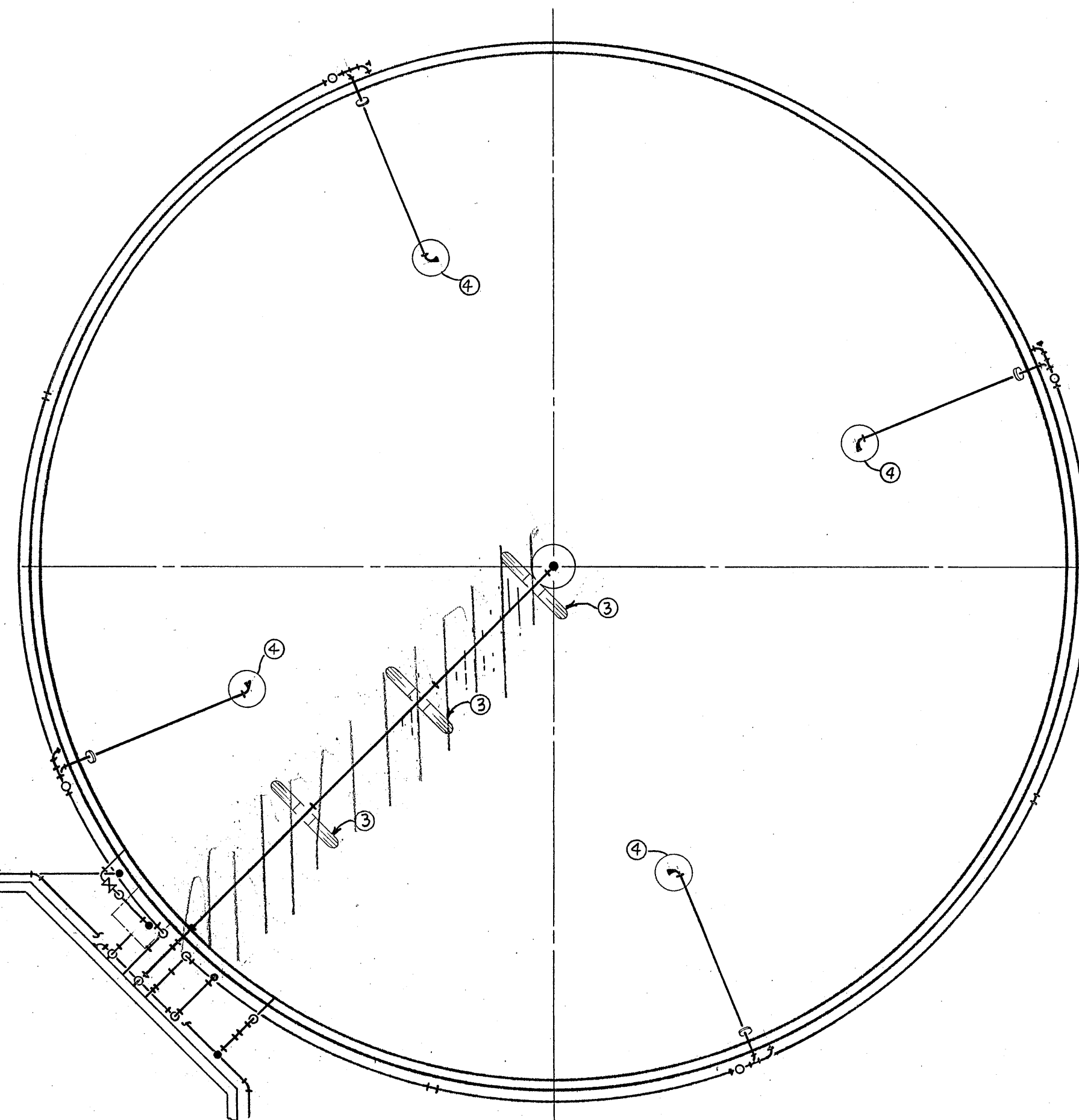
Scale:  $\frac{3}{32}$ " = 1'-0"  
(Previously No. 2 & 3)

Note: For Digester No. 4 Wall Penetrations, See  
Section G-323E, Sheet G-314.1

Lower Pipe & Pipe  
Support To  
Remain

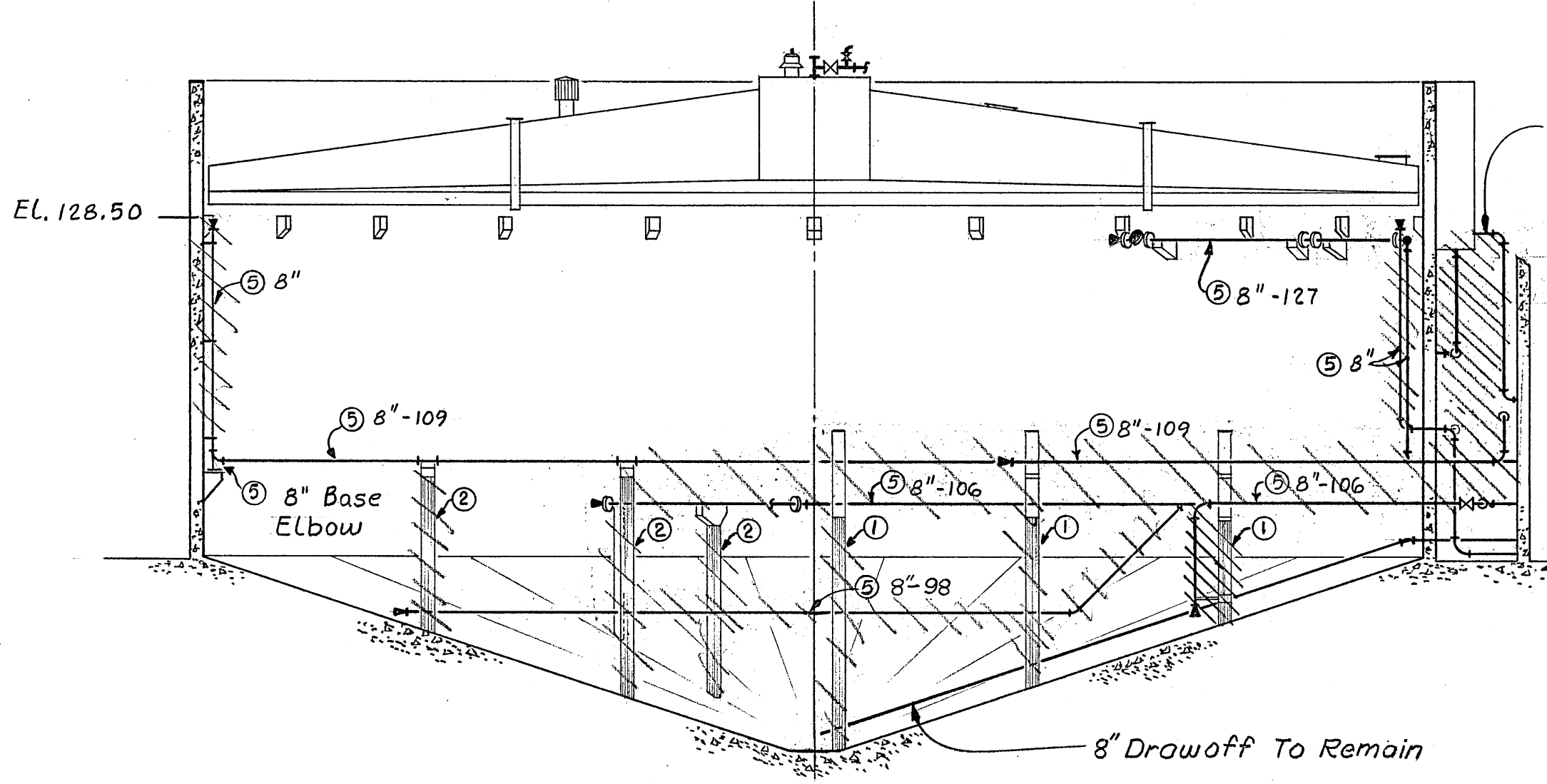


DETAIL G-323A  
(ITEM 1)



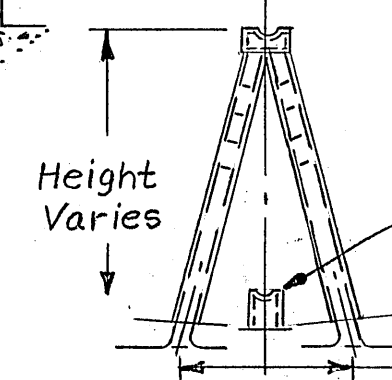
PLAN - DIGESTER NO. 2

Scale:  $\frac{3}{32}$ " = 1'-0"  
(Previously No. 4)

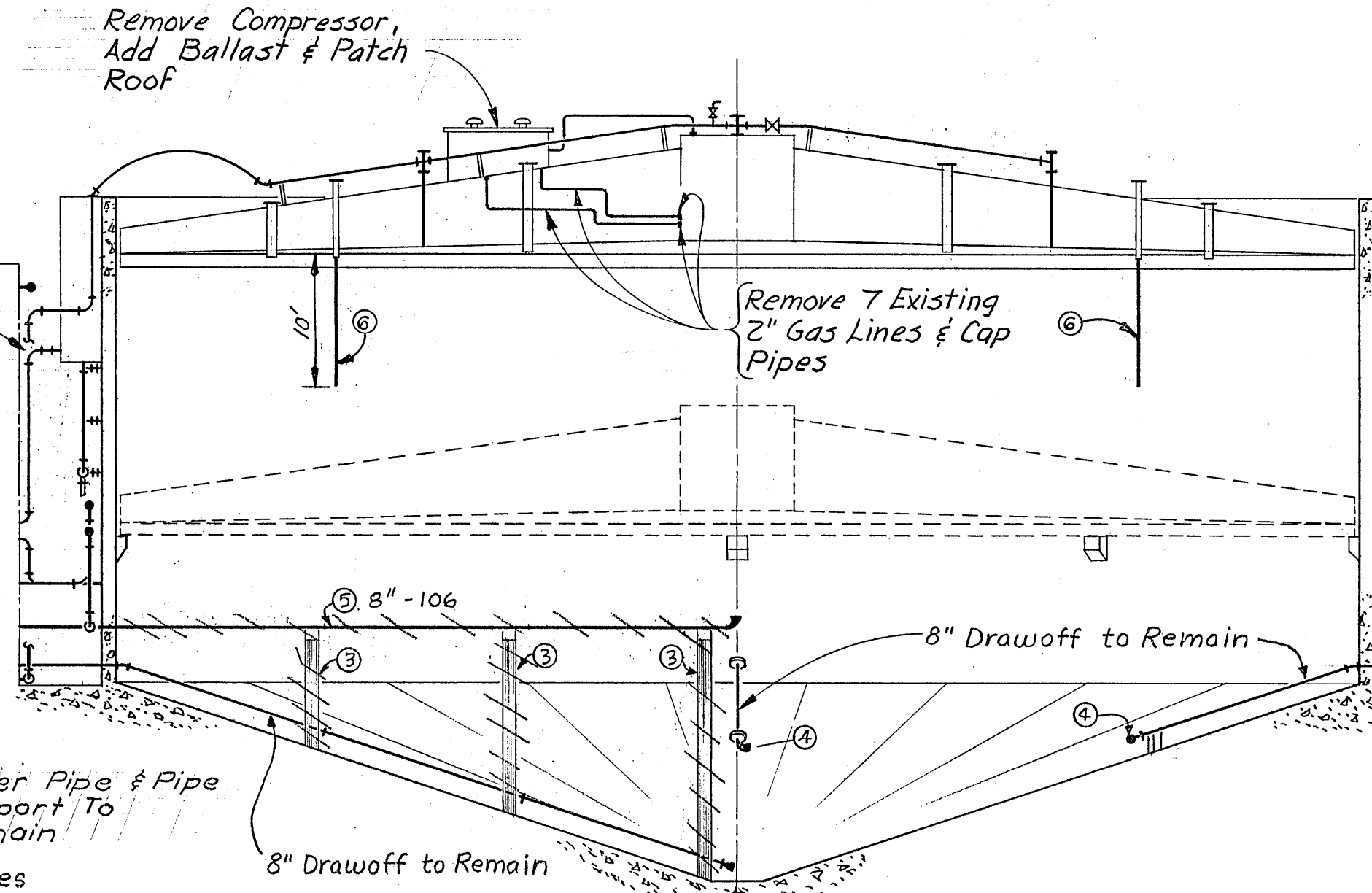


ELEVATION - DIGESTERS NO. 1, 2 & 3

Scale:  $\frac{3}{32}$ " = 1'-0"



DETAIL G-323C  
(ITEM 3)

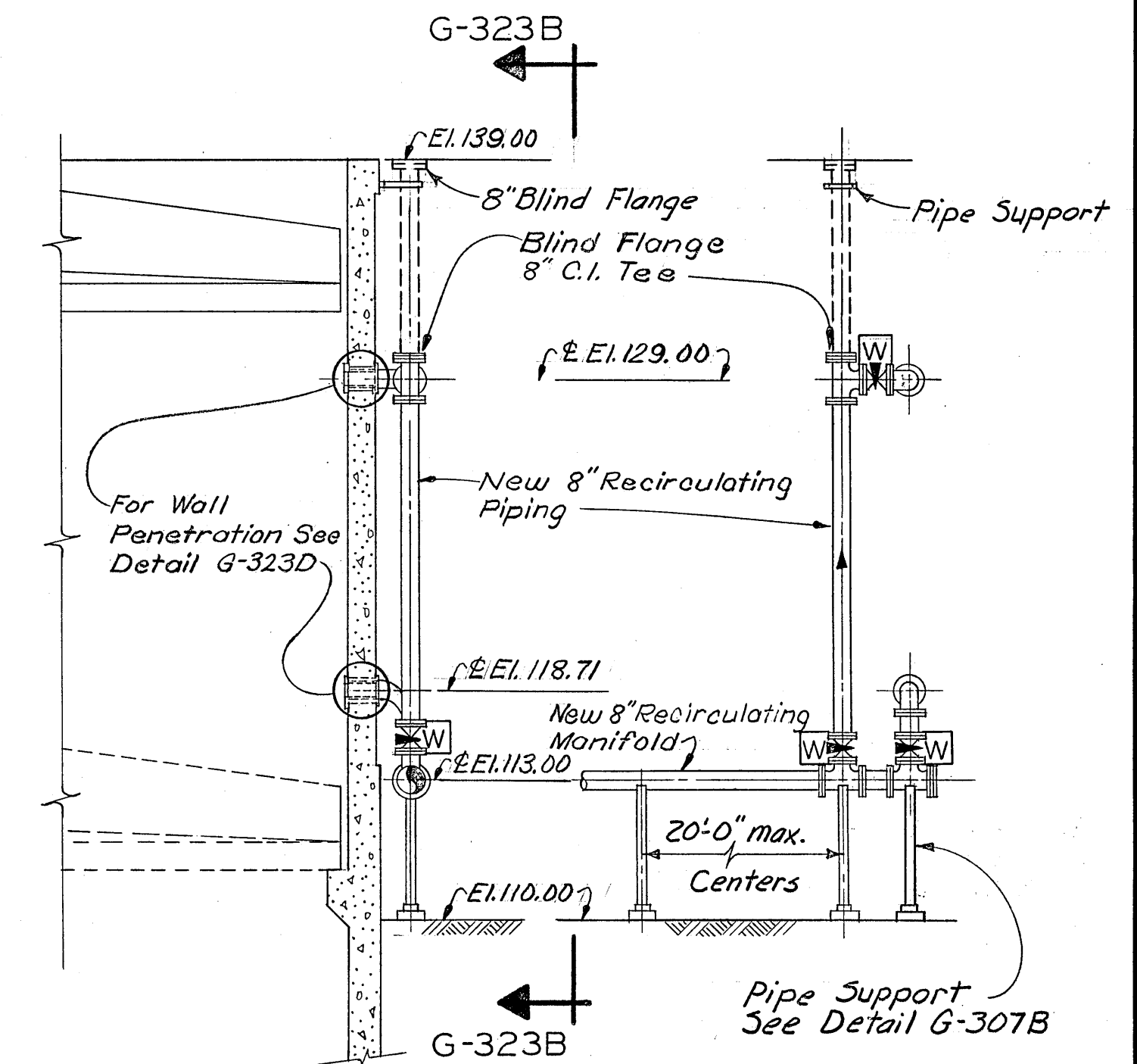


ELEVATION - DIGESTER NO. 2

Scale:  $\frac{3}{32}$ " = 1'-0"

LIST OF ITEMS TO BE REMOVED

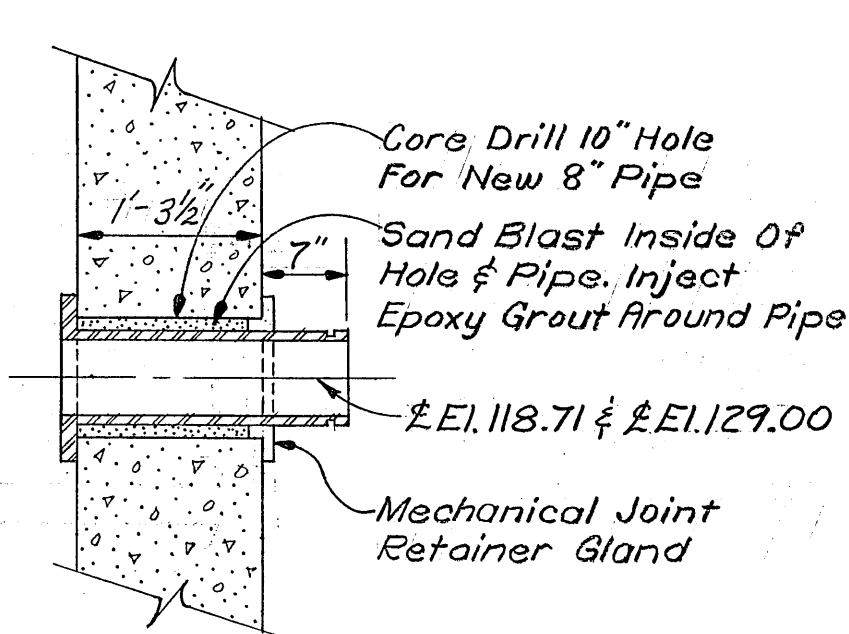
- | ITEM | DESCRIPTION   |
|------|---|
| ①    | Concrete Pipe Support (See Detail G-323A)   |
| ②    | Concrete & Steel Pipe Support (See Detail G-323B)   |
| ③    | Concrete Pipe Support (See Detail G-323C)   |
| ④    | Flare Discharge Elbow   |
| ⑤    | 8" Pipe, Fittings & Clamps (Note Piping Reference Denotes Pipe Size & Approx. Elevation, e.g. 8"-106 = 8" Dia Pipe at 106 ft., ± 6".) |
| ⑥    | 2" Gas Discharge Pipe Lanes (6 Places), Reinstall Cover Plate & New Gasket.   |



SECTION G-323A  
N.T.S. (G-320)

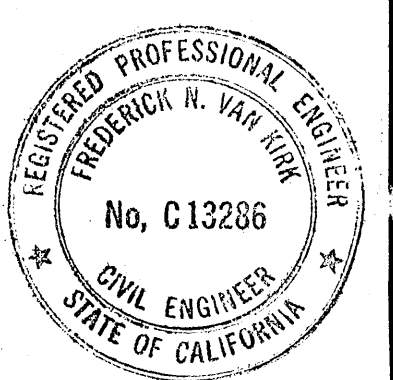
SECTION G-323B  
N.T.S.

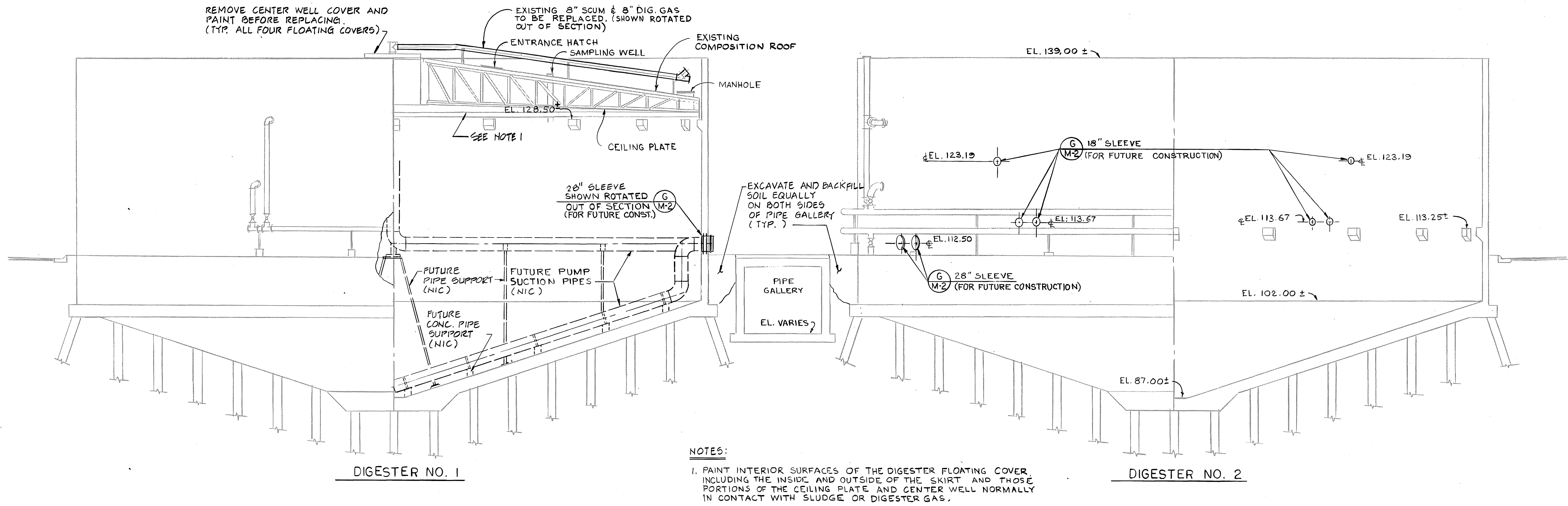
Add Vertical Riser Piping.  
Two Locations,  
Digester No. 1, No. 2, No. 3  
and No. 4



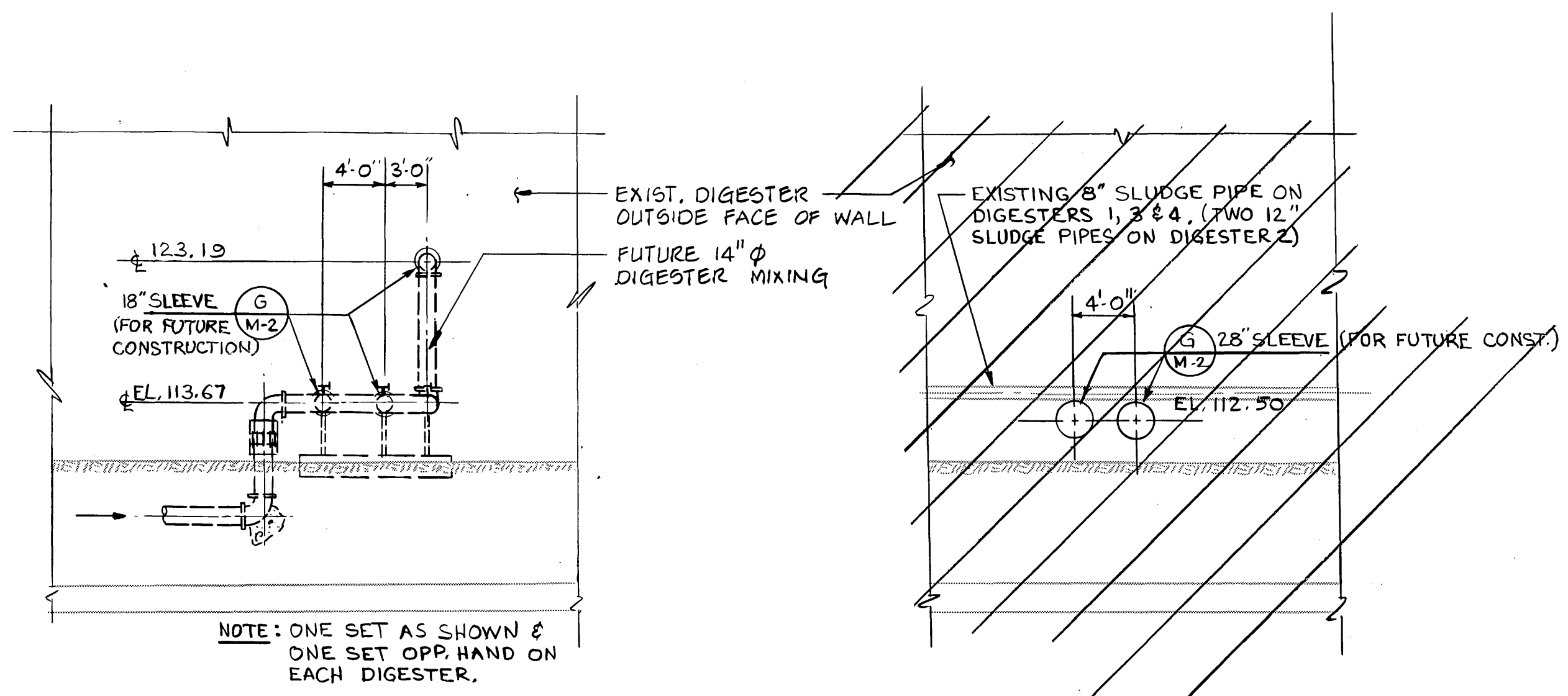
DETAIL G-323D  
 $\frac{3}{4}$ " = 1'-0"

CONSOER, TOWNSEND & ASSOCIATES CONSULTING ENGINEERS CHICAGO, ILLINOIS    SAN JOSE, CALIFORNIA				APPROVED CT & A <i>Frederick N. Van Vorst</i> PARTNER EBMUD <i>W. J. Brown</i> MGR. WPCD		DESIGNED <i>DN, JEB</i> DRAWN <i>ML, JJ</i> CHECKED <i>ETD</i>		EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA		WATER POLLUTION CONTROL PLANT ADDITIONS AND IMPROVEMENTS		SPECIFICATION NO. SD-121A EXISTING DIGESTER TANK PIPING REMOVAL PLANS AND SECTIONS		DATE 8/73    SCALE As Shown DRWG. NO. CT-G-323
---	--	--	--	--	--	--	--	--	--	---	--	---	--	--





A SECTION  
G-3 1/8" = 1'-0"



B SECTION  
G-3 1/8" = 1'-0"

C SECTION  
G-3 1/8" = 1'-0"

EAST BAY MUNICIPAL UTILITY DISTRICT  
SPECIAL DISTRICT No. 1  
OAKLAND, CALIFORNIA

PIPING SECTIONS

DRAWN BY: \_\_\_\_\_ DRAWING No. **M-1**  
SCALE: \_\_\_\_\_ SHEET 7 OF 8  
DATE: \_\_\_\_\_

**JOHN CAROLLO ENGINEERS**  
PHOENIX, AZ • WALNUT CREEK, CA  
FOUNTAIN VALLEY, CA • VISALIA, CA  
SAN BERNARDINO, AZ • TUCSON, AZ  
SAN DIEGO, CA • BAKERSFIELD, CA

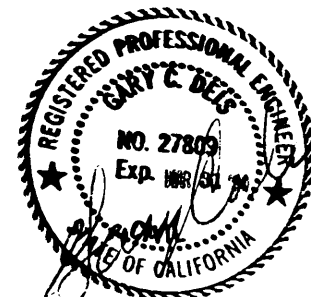
JOB NO.  
3134A.10

SPECIFICATION SD-180  
**REPAIR OF  
DIGESTERS 1, 2, 3 & 4**

DESIGNED BY: CAG  
DESIGN CHECKED BY: DMM  
DRAWN BY: ELP/RMK  
SR. PROJ. ENGR.: \_\_\_\_\_  
APPROVED: GCD  
PRINCIPAL-IN-CHARGE, R.P.E. NO. C

PROJECT ENG. R.P.E. No. C  
PROJECT MGR. R.P.E. No. C  
MGR. OF SUPPORT SERVICES R.P.E. No. C  
MANAGER OF WASTEWATER R.P.E. No. C  
R.P.E. No. C

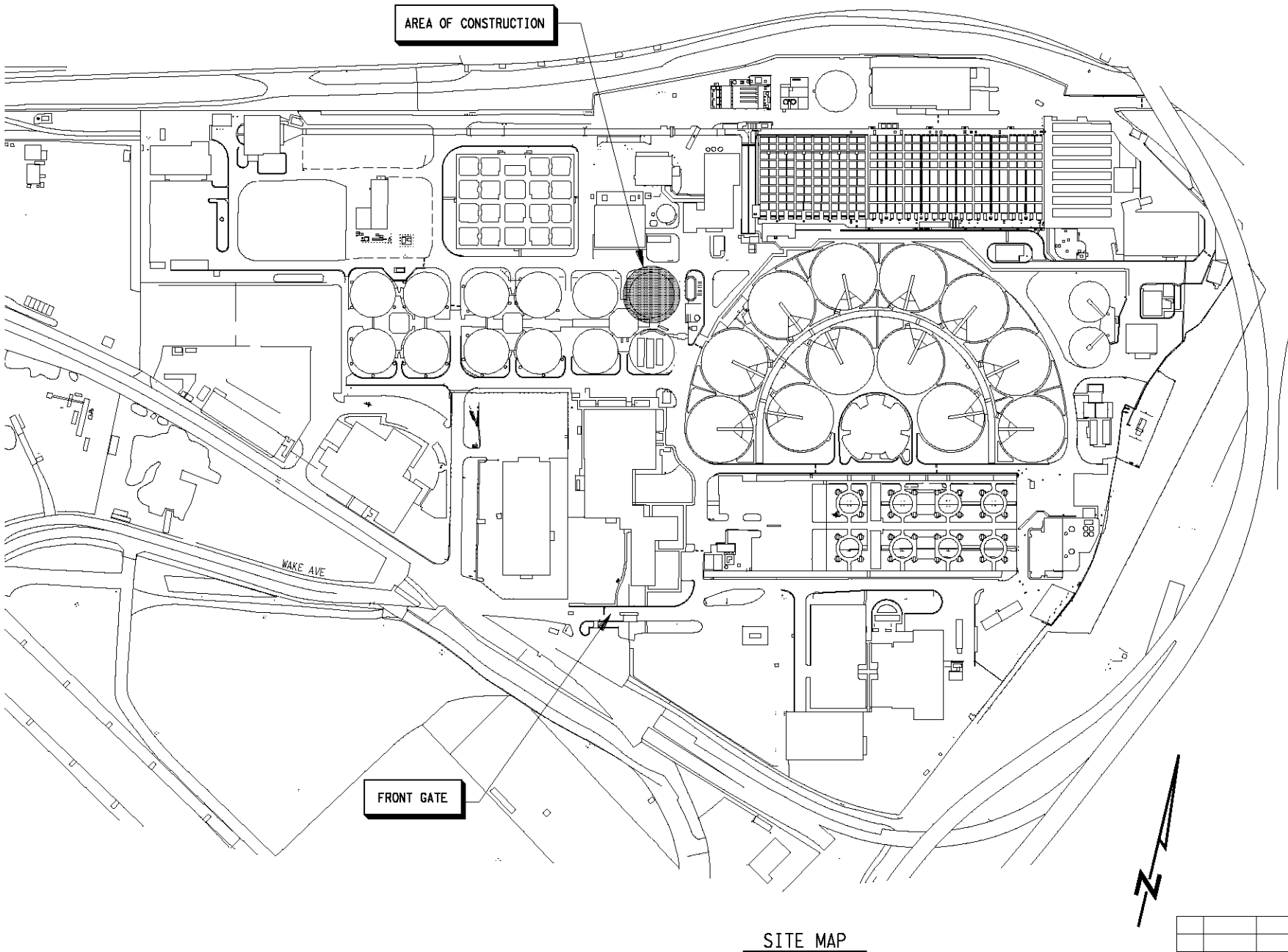
NO.	DATE	REVISION	BY	REC.	APP.
1	11/14/88	SLEEVES NOTED FOR FUT. CONST.	ELP	CAG	



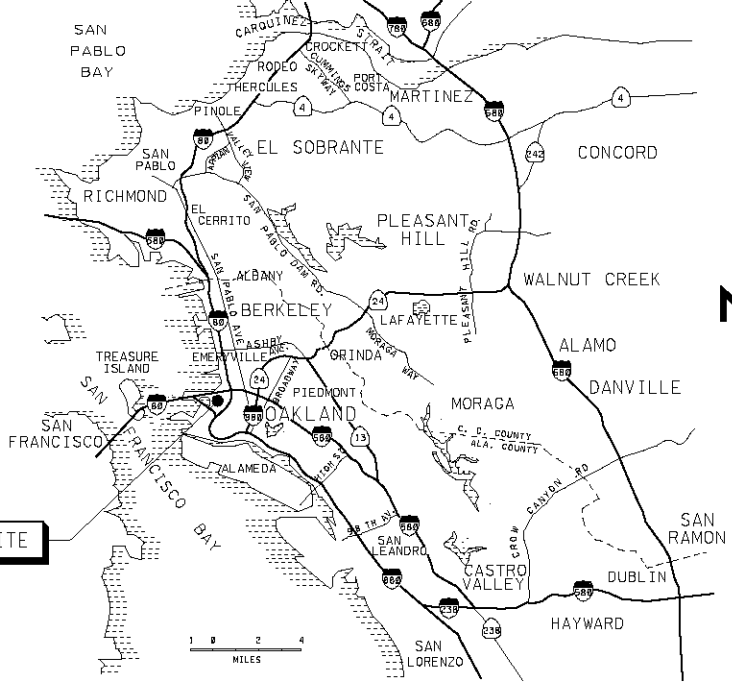
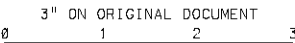
INDEX OF DRAWINGS

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	SD301-G-001	COVER SHEET INDEX OF DRAWINGS AND GENERAL NOTES SITE MAP, LOCATION MAP AND VICINITY MAP
REFERENCE DRAWINGS- FOR INFORMATION ONLY		
SD100A - REPAIR OF DIGESTERS 1, 2, 3, & 4		
G-3		DIGESTER AREA PLAN
S-1		COMPOSITE DEMOLITION WALL SECTIONS
S-2		TYPICAL WALL SECTIONS AND DETAILS
S-3		STRUCTURAL DETAILS
M-1		PIPING SECTIONS
M-2		MECHANICAL DETAILS
SK-1		SKETCH DRAWING-STRUCTURAL SECTION & DETAIL

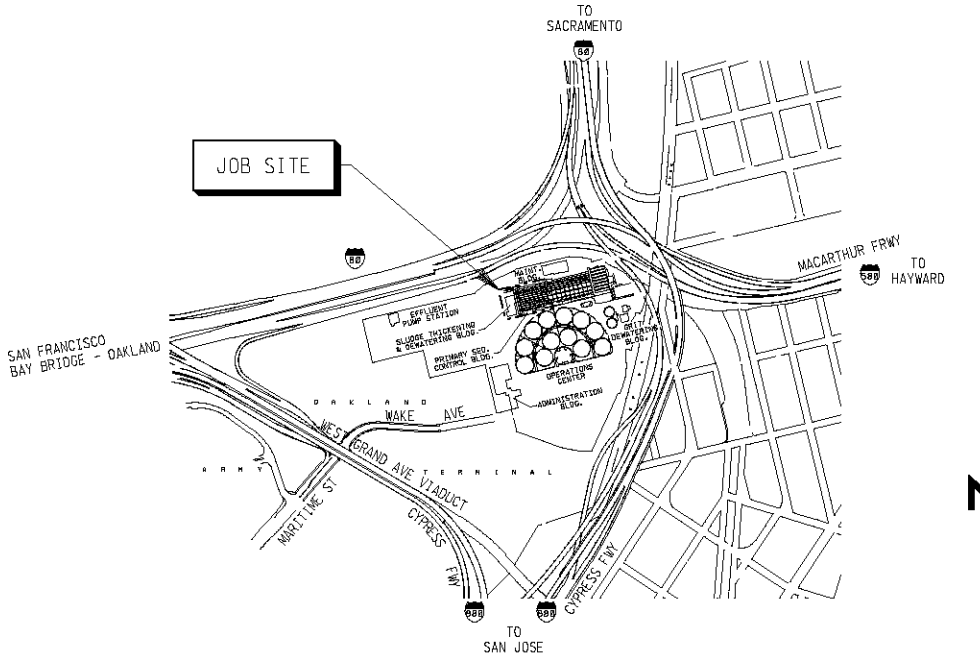
SHEET NO.	DRAWING NO.	DRAWING TITLE
US FILTER (ENVIREX PRODUCTS) SHOP DRAWINGS		
42448-101		PROCESS AND INSTRUMENTATION DIAGRAM FOR 95'-0" DIA. DYSTOR
42448-102		GENERAL ARRANGEMENT 95'-0" DIA. DYSTOR STORAGE SYSTEM
42448-103		GENERAL ARRANGEMENT 95'-0" DIA. DYSTOR STORAGE SYSTEM SECTIONS & DETAILS
42448-104		GENERAL ARRANGEMENT 95'-0" DIA. DYSTOR STORAGE SYSTEM SECTIONS & DETAILS
42448-105		GENERAL ARRANGEMENT 95'-0" DIA. DYSTOR STORAGE SYSTEM AIR SUPPLY & RETURN SKID LAYOUT
42448-106		6" AIR PRESSURE CONTROL VALVE MODEL 92
42448-107		SPLICE CONNECTION FOR GAS TAKE-OFF HOSE
42448-108		GENERAL ARRANGEMENT GAS MEMBRANE CABLE SUPPORT SYSTEM 95'-0" DIA SYSTOR - DIGESTOR #2
42448-893-01		DYSTOR ELECTRICAL CONTROL SCHEMATICS
42448-893-02		DYSTOR ELECTRICAL CONTROL SCHEMATICS
42448-893-03		DYSTOR ELECTRICAL CONTROL SCHEMATICS
42448-893-04		DYSTOR ELECTRICAL CONTROL SCHEMATICS
42448-893-05		DYSTOR ELECTRICAL CONTROL SCHEMATICS



SITE MAP



LOCATION MAP

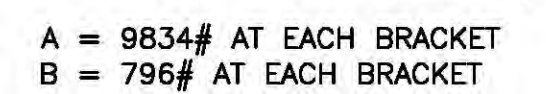
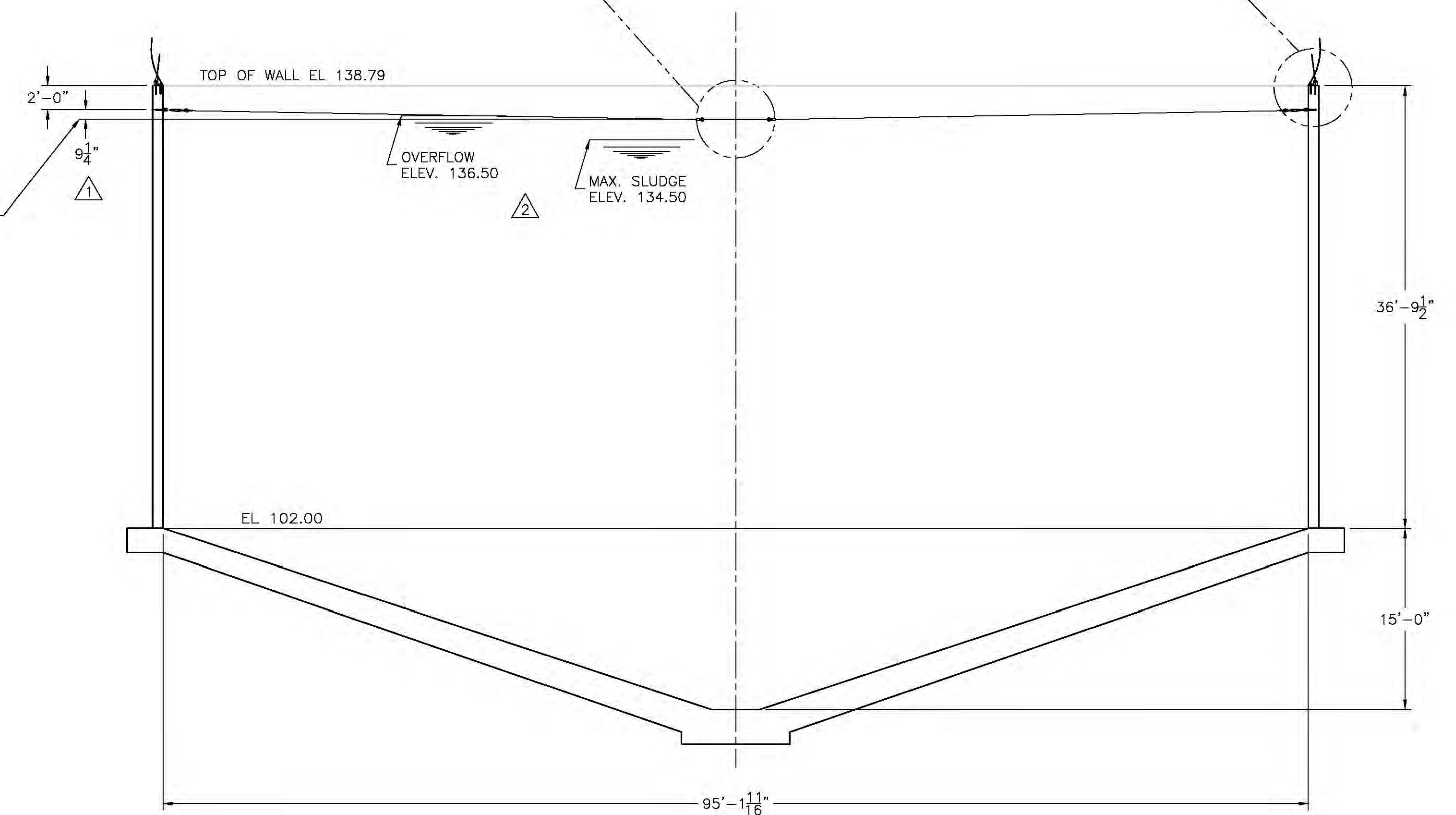
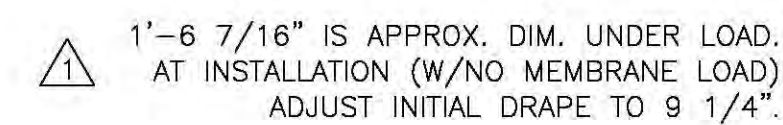
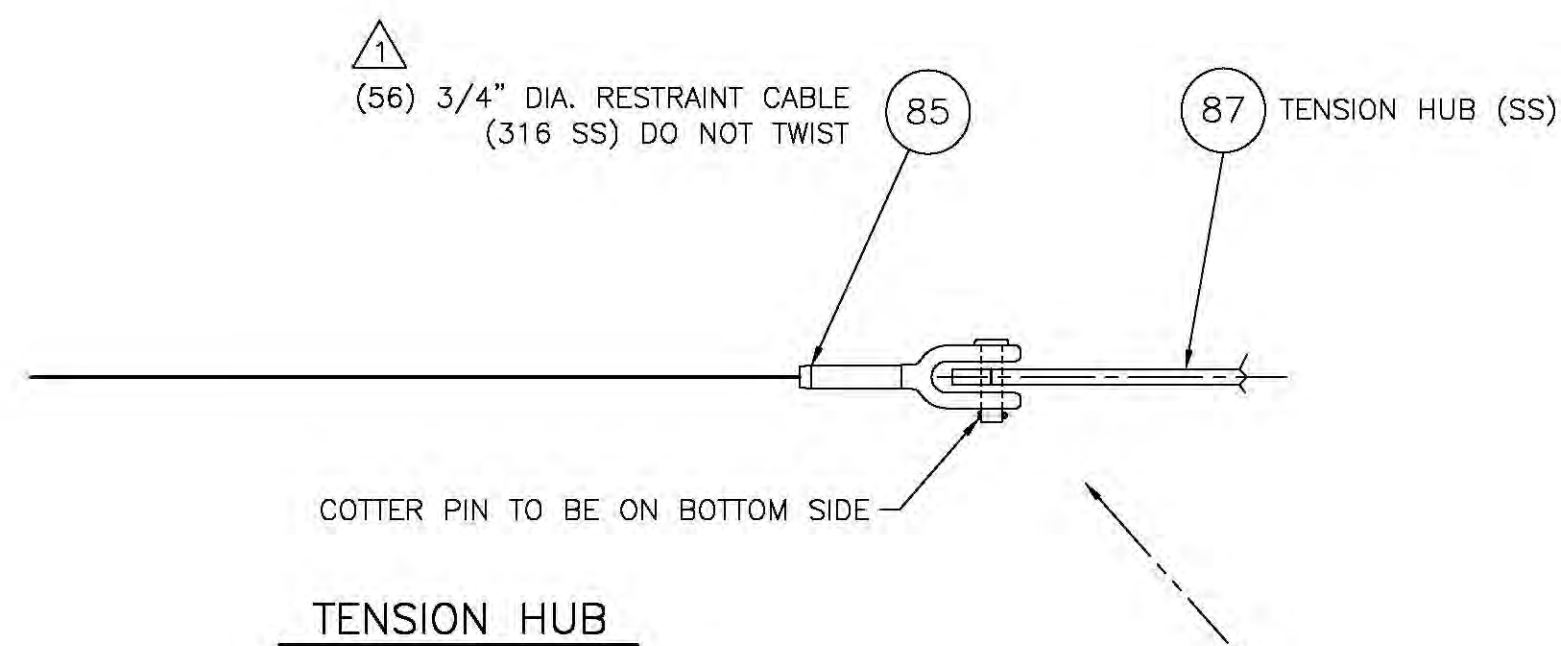
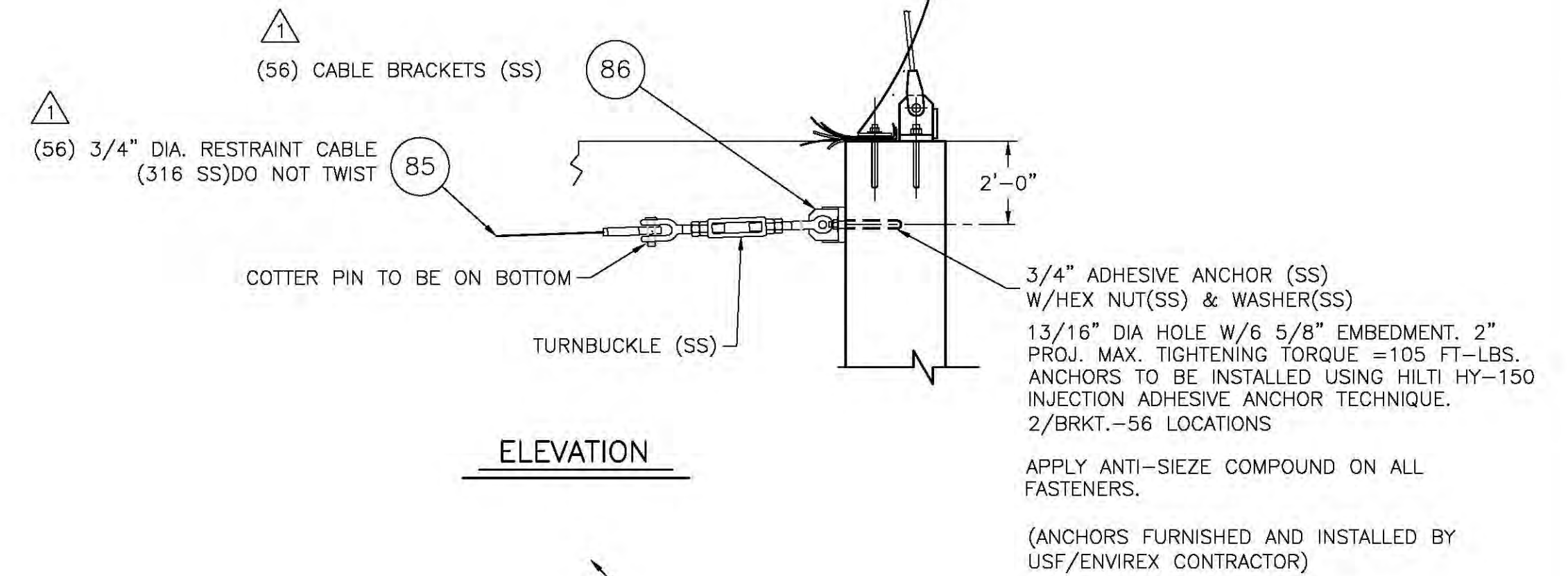


VICINITY MAP


SD301 - MWWTP DIGESTER NO. 2 COVER REPLACEMENT PROJECT			
DESIGN BY:	RAM	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT No. 1 OAKLAND, CALIFORNIA	
DRAWN BY:	RAM	MAIN WASTEWATER TREATMENT PLANT	
DESIGN CHECKED BY:	R.P.E. No.	GENERAL DRAWING INDEX, SITE MAP, LOCATION MAP AND VICINITY MAP	
CONSTRUCTABILITY CHECKED BY:	R.P.E. No.	SHEET NO. 1	
ELECTRICAL CHECKED BY:	R.P.E. No.	SCALE NONE	
PROJECT ENGINEER	R.P.E. No. C 29341	SD301-G-001	
PROJECT MANAGER	R.P.E. No. C 69576	DRAWING NUMBER	
RECOMMENDED:	SR. ENGINEER	DATE JUL 2006	
BY	REC.	1	
DATE	REVISION	REV.	

REF 7: REF 8: REF 9: REF 4: REF 5: REF 6: REF 1: J:\A\20\2000\sd301-g-001.mxd PLOT SCALE: 300:1 USER: rmo\jca DATE: 07-SEP-2009 15:50 FILE: J:\SD\sd301-g-001.dwg



DESIGN LOADS @ WALL

ONE (1) GAS MEMBRANE SUPPORT SYSTEM PROVIDED ON THIS ORDER.

DIMENSIONS IN INCHES UNLESS SPECIFIED		COMPANY CONFIDENTIAL THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE USER AND/OR ITS AFFILIATES ("US"). THE DESIGN CONCEPT AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO US AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF US. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF US. ALL PATENT RIGHTS ARE RESERVED. UPON THE DEMAND OF US, THIS DOCUMENT, ALONG WITH COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO US OR DESTROYED, AS INSTRUCTED BY US. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.										DESIGNER LT	DATE 05-16-06	TITLE GENERAL ARRANGEMENT GAS MEMBRANE CABLE SUPPORT SYSTEM 95"-0 DIA. DYSTOR - DIGESTER #2				
TOLERANCES UNLESS OTHERWISE SPECIFIED												CHECKER LT	DATE 05-16-06	CLIENT EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CA				
TWO (2) PLACE DEC. ±.06 THREE (3) PLACE DEC. ±.006 ANGULAR ±.50°												ENGINEER	DATE					
STRUCTURAL DIMENSIONS 1/16 MACHINED SURFACES .250		2	ADDED CABLE VECTOR LOADS REVISED PER CUST. COMMENTS		11-01-06	LT	LT				MANAGER DP	DATE	 Envirex Products Waukesha, WI 800-524-6324					
AT PI OT SCAL F		REV	1 NUMBER OF CABLES WAS 48, INITIAL DRAPE WAS 1'-8" DIM UNDER LOAD WAS 2'-1"		08-23-06	LT	CHD	APVD	ECN				FILE:	PROJECT 42448	CODE 6453	DRAWING 42448-108	1 OF 1	REV 2
		DESCRIPTION		DATE	DWN	CHD	APVD	ECN										

## **EXHIBIT G**

### **WASTE CHARACTERIZATION PROFILE**





## SPECIAL WASTE PROFILE - RECERTIFICATION

Relative to form, revision printing until all required (yellow) fields are completed.

Disposal Facility: 4212 Keller Canyon LF CA

Waste Profile #

4212Y85901

### I. Generator Information

Generator Name: East Bay Municipal Utility District

Generator Site Address: 2020 Wake Avenue

City: Oakland

County: Alameda

State: California

Zip: 94607

State ID/Reg No: N/A

State Approval/Waste Code: N/A

NAICS #: 22132

Generator Mailing Address (if different): ☐ 2020 Wake Avenue

City: Oakland

County:

State: California

Zip: 94607

Generator Contact Name: Chris Dembiczak

Email: chris.dembiczak@ebmud.com

Phone Number: (510) 287-0509

Fax Number: (510) 287-1715

### II. Waste Stream Information

Name of Waste: Grit, Screenings, and Skimmings

Check Section 1 OR Section 2 below:

1. ☐ There has been a change in the characteristics of the waste stream due to the following:
- a. Change of a raw material used in the waste generating process.
  - b. Change in the waste generating process itself.
  - c. Change in a physical characteristic of the waste.
  - d. New information has been documented concerning the human health effects of exposure to the waste.

**If any of these changes have occurred, a new laboratory analysis and profile sheet must be completed. Attach copies of the new chemical analysis and new Special Waste Profile with the appropriate signatures.**

2. ☒ There have been no changes that would alter the physical characteristics of the special waste stream. Updated analytical may be required.

### III. Representative Sample Certification

☐ No Sample Taken

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?

☒ YES or ☐ NO

Type of Sample: ☐ COMPOSITE SAMPLE ☒ GRAB SAMPLE

Sample Date: 2/6/2017

Sample ID Numbers: L211784-1, L211784-2

### IV. Certification

I hereby certify that to the best of my knowledge and belief, the information contained in the Special Waste Profile - Recertification and the information in the Original Special Waste Profile is true, complete and accurate.

Chris Dembiczak, Senior EH&S Specialist

EBMUD

Authorized Representative Name And Title (Printed)

Company Name

Authorized Representative Signature

4/11/2017

Date

**Analytical Report Prepared for DAVE FREITAS**

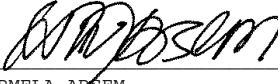
**Report regenerated on: Mar 17, 2017 09:45 am**  
**Login No.: L211784**

**Reported by:**



SUSAN B. BERG  
Laboratory Program Manager

**Approved by:**



NIRMELA ARSEM  
Laboratory Services Division Manager

**LSR B913-9501-2**

**Project Title: SD1 AERATED GRIT & SCUM: ANNUAL MONITORING**

**Login Performance Summary**

2 - Samples received by the lab on: Feb 06 2017, 10:20 am  
0 - Lost Analyses  
0 - Hold Time Exceedences  
Turn-around-time met

**Samples included in this report:**

Sample	Type Collected	Site	Locator	ClientID
L211784-1	GRAB 06-Feb-2017 10:10	WWTP AERATED GRIT	HOPPER	-
L211784-2	GRAB 06-Feb-2017 10:10	WWTP AERATED GRIT	HOPPER	-

**Legend to the laboratory qualifiers used in this report:**

D - Surrogate spike outside of control limits  
N - Spike recovery outside of control limits  
T - Diesel/Gasoline pattern is atypical  
U - Analyte not detected  
Qualifiers for subcontract work - See textvalue for description





EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference	Qualifier	Result	Units	Dilution	MDL	Matrix RL/ML	Tag
Parameter							
Method: EPA 9071B - Hexane Extractable Material , Gravimetric.						MiscSolid	1
Subcontract data from Alpha Analytical Lab							
SUBCONTRACT LAB DATA							
OIL AND GREASE (HYDROCARBON)		860	mg/kg	1	90	250	
Run ID: R275719 / Work Group No.: WG213224							
Prep Date1: 23-FEB-17 Analyzed 27-Feb-17 13:59							
Method: EPA 9071B - Hexane Extractable Material , Gravimetric.						MiscSolid	
Subcontract data from Alpha Analytical Lab							
SUBCONTRACT LAB DATA							
OIL AND GREASE		20,000	mg/kg	1	170	250	
Run ID: R275719 / Work Group No.: WG213224							
Prep Date1: 23-FEB-17 Analyzed 24-Feb-17 13:04							
Method: PER SUBCONTRACT LABORATORY REPORT - Subcontract data transmittal						MiscSolid	
Subcontract data							
Comment: Original report transmitted to client. Copy of report archived with data packet.							
SUBCONTRACT LAB DATA							
DATA TRANSMITTAL							
Run ID: R275717 / Work Group No.: WG213222							
Prep Date1: 23-FEB-17 Analyzed 27-Feb-17 13:59							
Method: CALIFORNIA LUFT MANUAL - DIESEL - Diesel: ASE, GC//MS						MiscSolid	
TARGET ANALYTES							
DIESEL	U	5.8	mg/kg	2	5.8		
MOTOR OIL COMPOSITE	U	34	mg/kg	2	34		
INTERNAL STANDARD							
5-A-ANDROSTANE		148	% recovery	1			
SURROGATE							
O-TERPHENYL	D	51.2	% recovery	1			
Run ID: R275328 / Work Group No.: WG212787							
Prep Date1: 06-FEB-17 Prep Date2: 08-FEB-17 Analyzed 09-Feb-17 00:47							
Method: CALIFORNIA LUFT MANUAL - GASOLINE - Gasoline: MeOH Ext., GC/MS						MiscSolid	
TARGET ANALYTES							
GASOLINE	T	12	mg/kg	2	2.4		
INTERNAL STANDARD							
FLUOROBENZENE		96.2	% recovery	1			
D5-CHLOROBENZENE		84.4	% recovery	1			
SURROGATE							
DIBROMOFLUOROMETHANE		79.0	% recovery	1			
D4-DICHLOROETHANE		97.6	% recovery	1			
D8-TOLUENE		91.2	% recovery	1			
4-BROMOFLUOROBENZENE		92.8	% recovery	1			
Run ID: R275347 / Work Group No.: WG212746							
Prep Date1: 06-FEB-17 Prep Date2: 07-FEB-17 Analyzed 07-Feb-17 12:46							
Method: EPA 8260B - Volatile Organics, GC/MS						MiscSolid	
TARGET ANALYTES							
ACETONE		0.86	mg/kg	2	0.15		
ACROLEIN	U	0.17	mg/kg	2	0.17		
ACRYLONITRILE	U	0.22	mg/kg	2	0.22		
ALLYL CHLORIDE	U	0.11	mg/kg	2	0.11		

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference						Matrix	Tag
Parameter	Qualifier	Result	Units	Dilution	MDL	RL/ML	
TERT-AMYL METHYL ETHER	U	0.12	mg/kg	2	0.12		
BENZENE	U	0.14	mg/kg	2	0.14		
BIS(2-CHLOROISOPROPYL)ETHER	U	0.12	mg/kg	2	0.12		
BROMOBENZENE	U	0.19	mg/kg	2	0.19		
BROMOCHLOROMETHANE	U	0.14	mg/kg	2	0.14		
BROMODICHLOROMETHANE	U	0.14	mg/kg	2	0.14		
BROMOFORM	U	0.098	mg/kg	2	0.098		
BROMOMETHANE	U	0.32	mg/kg	2	0.32		
1,3-BUTADIENE	U	0.086	mg/kg	2	0.086		
TERT-BUTYL ALCOHOL	U	0.70	mg/kg	2	0.7		
N-BUTYLBENZENE	U	0.14	mg/kg	2	0.14		
SEC-BUTYLBENZENE	U	0.14	mg/kg	2	0.14		
TERT-BUTYLBENZENE	U	0.17	mg/kg	2	0.17		
CARBON DISULFIDE	U	0.11	mg/kg	2	0.11		
CARBON TETRACHLORIDE	U	0.12	mg/kg	2	0.12		
CHLOROACETONITRILE	U	0.50	mg/kg	2	0.5		
CHLOROBENZENE	U	0.13	mg/kg	2	0.13		
1-CHLOROBUTANE	U	0.13	mg/kg	2	0.13		
CHLOROETHANE	U	0.088	mg/kg	2	0.088		
2-CHLOROETHYLVINYL ETHER	U	0.14	mg/kg	2	0.14		
CHLOROFORM	U	0.15	mg/kg	2	0.15		
CHLOROMETHANE	U	0.14	mg/kg	2	0.14		
O-CHLOROTOLUENE	U	0.14	mg/kg	2	0.14		
P-CHLOROTOLUENE	U	0.14	mg/kg	2	0.14		
DIBROMOCHLOROMETHANE	U	0.098	mg/kg	2	0.098		
DIBROMOCHLOROPROPANE	U	0.11	mg/kg	2	0.11		
DIBROMOMETHANE	U	0.17	mg/kg	2	0.17		
1,2-DICHLOROBENZENE	U	0.13	mg/kg	2	0.13		
1,3-DICHLOROBENZENE	U	0.15	mg/kg	2	0.15		
1,4-DICHLOROBENZENE	U	0.15	mg/kg	2	0.15		
TRANS-1,4-DICHLORO-2-BUTENE	U	0.19	mg/kg	2	0.19		
DICHLORODIFLUOROMETHANE	U	0.074	mg/kg	2	0.074		
1,1-DICHLOROETHANE	U	0.16	mg/kg	2	0.16		
1,2-DICHLOROETHANE	U	0.14	mg/kg	2	0.14		
1,1-DICHLOROETHENE	U	0.13	mg/kg	2	0.13		
CIS-1,2-DICHLOROETHENE	U	0.16	mg/kg	2	0.16		
TRANS-1,2-DICHLOROETHENE	U	0.16	mg/kg	2	0.16		
1,2-DICHLOROPROPANE	U	0.11	mg/kg	2	0.11		
1,3-DICHLOROPROPANE	U	0.10	mg/kg	2	0.1		
SEC-DICHLOROPROPANE	U	0.13	mg/kg	2	0.13		
1,1-DICHLORO-2-PROPANONE	U	0.13	mg/kg	2	0.13		
1,1-DICHLOROPROPENE	U	0.13	mg/kg	2	0.13		
CIS-1,3-DICHLOROPROPENE	U	0.11	mg/kg	2	0.11		
TRANS-1,3-DICHLOROPROPENE	U	0.10	mg/kg	2	0.1		
DIISOPROPYL ETHER	U	0.13	mg/kg	2	0.13		
ETHYL ACETATE	U	0.19	mg/kg	2	0.19		
ETHYL BENZENE	U	0.12	mg/kg	2	0.12		
ETHYL-T-BUTYL ETHER	U	0.17	mg/kg	2	0.17		
ETHYLENE DIBROMIDE	U	0.12	mg/kg	2	0.12		
ETHYL ETHER	U	0.13	mg/kg	2	0.13		
ETHYLMETHACRYLATE	U	0.15	mg/kg	2	0.15		
FLUOROTRICHLOROMETHANE	U	0.13	mg/kg	2	0.13		
1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE	U	0.16	mg/kg	2	0.16		
HEXACHLOROBUTADIENE	U	0.17	mg/kg	2	0.17		

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference						Matrix	Tag
Parameter	Qualifier	Result	Units	Dilution	MDL	RL/ML	
HEXACHLOROETHANE	U	0.16	mg/kg	2	0.16		
2-HEXANONE	U	0.13	mg/kg	2	0.13		
IODOMETHANE	U	0.30	mg/kg	2	0.3		
ISOPROPYLBENZENE	U	0.14	mg/kg	2	0.14		
P-ISOPROPYLTOLUENE	U	0.14	mg/kg	2	0.14		
METHYLACRYLATE	U	0.20	mg/kg	2	0.2		
METHYLACRYLONITRILE	U	0.17	mg/kg	2	0.17		
METHYL-T-BUTYL ETHER	U	0.28	mg/kg	2	0.28		
2-BUTANONE		0.33	mg/kg	2	0.16		
METHYLENE CHLORIDE	U	0.13	mg/kg	2	0.13		
4-METHYL-2-PENTANONE	U	0.12	mg/kg	2	0.12		
METHYLMETHACRYLATE	U	0.17	mg/kg	2	0.17		
NAPHTHALENE	U	0.17	mg/kg	2	0.17		
NITROBENZENE	U	0.16	mg/kg	2	0.16		
2-NITROPROPANE	U	0.13	mg/kg	2	0.13		
PENTACHLOROETHANE	U	0.40	mg/kg	2	0.4		
N-PROPYLBENZENE	U	0.15	mg/kg	2	0.15		
STYRENE	U	0.15	mg/kg	2	0.15		
1,1,1,2-TETRACHLOROETHANE	U	0.15	mg/kg	2	0.15		
1,1,2,2-TETRACHLOROETHANE	U	0.15	mg/kg	2	0.15		
TETRACHLOROETHENE	U	0.12	mg/kg	2	0.12		
TETRAHYDROFURAN	U	0.13	mg/kg	2	0.13		
TOLUENE	U	0.16	mg/kg	2	0.16		
1,2,3-TRICHLOROENZENE	U	0.15	mg/kg	2	0.15		
1,2,4-TRICHLOROENZENE	U	0.18	mg/kg	2	0.18		
1,1,1-TRICHLOROETHANE	U	0.13	mg/kg	2	0.13		
1,1,2-TRICHLOROETHANE	U	0.12	mg/kg	2	0.12		
TRICHLOROETHENE	U	0.16	mg/kg	2	0.16		
1,2,3-TRICHLOROPROPANE	U	0.17	mg/kg	2	0.17		
1,2,4-TRIMETHYLBENZENE	U	0.17	mg/kg	2	0.17		
1,3,5-TRIMETHYLBENZENE	U	0.15	mg/kg	2	0.15		
VINYL ACETATE	U	0.14	mg/kg	2	0.14		
VINYL CHLORIDE	U	0.086	mg/kg	2	0.086		
O-XYLENE	U	0.15	mg/kg	2	0.15		
M+P XYLENES	U	0.30	mg/kg	2	0.3		
INTERNAL STANDARD							
FLUOROBENZENE		91.6	% recovery	1			
D5-CHLOROENZENE		88.8	% recovery	1			
D4-1,4-DICHLOROENZENE		84.8	% recovery	1			
SURROGATE							
DIBROMOFLUOROMETHANE		82.0	% recovery	1			
D4-DICHLOROETHANE		93.8	% recovery	1			
D8-TOLUENE		99.4	% recovery	1			
4-BROMOFLUOROBENZENE	D	84.0	% recovery	1			
Run ID: R275220 / Work Group No.: WG212703							
Prep Date1: 06-FEB-17 Prep Date2: 06-FEB-17 Analyzed 06-Feb-17 17:52							

Method: EPA 8270C - Semivolatile Organics, GC/MS						MiscSolid
TARGET ANALYTES						
ACENAPHTHENE	U	0.15	mg/kg	2	0.15	
ACENAPHTHYLENE	U	0.13	mg/kg	2	0.13	
ANILINE	U	0.22	mg/kg	2	0.22	
ANTHRACENE		0.40	mg/kg	2	0.048	
AZOBENZENE	U	0.12	mg/kg	2	0.12	

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference						Matrix	Tag
Parameter	Qualifier	Result	Units	Dilution	MDL	RL/ML	
BENZIDINE	U	0.88	mg/kg	2	0.88		
BENZO(A)ANTHRACENE	U	0.076	mg/kg	2	0.076		
BENZO(B)FLUORANTHENE	U	0.088	mg/kg	2	0.088		
BENZO(K)FLUORANTHENE	U	0.10	mg/kg	2	0.1		
BENZO(GHI)PERYLENE	U	0.11	mg/kg	2	0.11		
BENZO(A)PYRENE	U	0.050	mg/kg	2	0.05		
BENZYL ALCOHOL		<b>0.67</b>	mg/kg	2	0.15		
BUTYLBENZYL PHTHALATE	U	1.4	mg/kg	2	1.4		
BIS(2-CHLOROETHOXY)METHANE	U	1.5	mg/kg	2	1.5		
BIS(2-CHLOROETHYL)ETHER	U	0.24	mg/kg	2	0.24		
BIS(2-CHLOROISOPROPYL)ETHER	U	0.26	mg/kg	2	0.26		
BIS(2-ETHYLHEXYL)PHTHALATE	U	1.4	mg/kg	2	1.4		
4-BROMOPHENYL PHENYL ETHER	U	0.10	mg/kg	2	0.1		
4-CHLOROANILINE	U	0.18	mg/kg	2	0.18		
P-CHLORO-M-CRESOL	U	0.11	mg/kg	2	0.11		
2-CHLORONAPHTHALENE	U	0.14	mg/kg	2	0.14		
2-CHLOROPHENOL	U	0.22	mg/kg	2	0.22		
4-CHLOROPHENYL PHENYL ETHER	U	0.13	mg/kg	2	0.13		
CHRYSENE	U	0.11	mg/kg	2	0.11		
DIBENZO(A,H)ANTHRACENE	U	0.050	mg/kg	2	0.05		
DIBENZOFURAN	U	0.13	mg/kg	2	0.13		
DI-N-BUTYL PHTHALATE	U	1.1	mg/kg	2	1.1		
1,2-DICHLOROBENZENE	U	0.26	mg/kg	2	0.26		
1,3-DICHLOROBENZENE	U	0.28	mg/kg	2	0.28		
1,4-DICHLOROBENZENE	U	0.26	mg/kg	2	0.26		
3,3'-DICHLOROBENZIDINE	U	0.056	mg/kg	2	0.056		
2,4-DICHLOROPHENOL	U	0.19	mg/kg	2	0.19		
DIETHYL PHTHALATE		<b>0.26</b>	mg/kg	2	0.24		
2,4-DIMETHYLPHENOL	U	0.26	mg/kg	2	0.26		
DIMETHYL PHTHALATE	U	0.13	mg/kg	2	0.13		
4,6-DINITRO-O-CRESOL	U	0.36	mg/kg	2	0.36		
2,4-DINITROPHENOL	U	2.0	mg/kg	2	2		
2,4-DINITROTOLUENE	U	0.048	mg/kg	2	0.048		
2,6-DINITROTOLUENE	U	0.13	mg/kg	2	0.13		
DI-N-OCTYL PHTHALATE	U	1.2	mg/kg	2	1.2		
FLUORANTHENE		<b>0.60</b>	mg/kg	2	0.056		
FLUORENE	U	0.13	mg/kg	2	0.13		
HEXACHLOROBENZENE	U	0.12	mg/kg	2	0.12		
HEXACHLOROBUTADIENE	U	0.19	mg/kg	2	0.19		
HEXACHLOROCYCLOPENTADIENE	U	0.18	mg/kg	2	0.18		
HEXACHLOROETHANE	U	0.22	mg/kg	2	0.22		
INDENO(1,2,3-CD)PYRENE		<b>0.54</b>	mg/kg	2	0.05		
ISOPHORONE	U	0.19	mg/kg	2	0.19		
KEPONE	U	2.0	mg/kg	2	2		
2-METHYLNAPHTHALENE		<b>0.33</b>	mg/kg	2	0.16		
2-CRESOL	U	0.16	mg/kg	2	0.16		
3-,4-METHYLPHENOL		<b>0.65</b>	mg/kg	2	0.16		
NAPHTHALENE	U	0.16	mg/kg	2	0.16		
2-NITROANILINE	U	0.098	mg/kg	2	0.098		
3-NITROANILINE	U	1.2	mg/kg	2	1.2		
4-NITROANILINE	U	1.4	mg/kg	2	1.4		
NITROBENZENE	U	0.22	mg/kg	2	0.22		
2-NITROPHENOL	U	0.26	mg/kg	2	0.26		
4-NITROPHENOL	U	0.17	mg/kg	2	0.17		

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTB AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference						Matrix	Tag
Parameter	Qualifier	Result	Units	Dilution	MDL	RL/ML	
N-NITROSODIMETHYLAMINE	U	0.15	mg/kg	2	0.15		
N-NITROSODIPHENYLAMINE	U	0.17	mg/kg	2	0.17		
N-NITROSODI-N-PROPYLAMINE	U	0.22	mg/kg	2	0.22		
PENTACHLOROPHENOL	U	0.30	mg/kg	2	0.3		
PHENANTHRENE		<b>0.32</b>	mg/kg	2	0.12		
PHENOL	U	0.24	mg/kg	2	0.24		
PYRENE		<b>0.52</b>	mg/kg	2	0.072		
PYRIDINE	U	1.4	mg/kg	2	1.4		
1,2,4-TRICHLOROBENZENE	U	0.22	mg/kg	2	0.22		
2,4,5-TRICHLOROPHENOL	U	0.13	mg/kg	2	0.13		
2,4,6-TRICHLOROPHENOL	U	0.12	mg/kg	2	0.12		
INTERNAL STANDARD							
D4-1,4-DICHLOROBENZENE		101	% recovery	1	1		
D8-NAPHTHALENE		100	% recovery	1	1		
D10-ACENAPHTHENE		107	% recovery	1	1		
D10-PHENANTHRENE		113	% recovery	1	1		
D12-CHRYSENE		60.4	% recovery	1	1		
D12-PERYLENE	N	33.3	% recovery	1	1		
SURROGATE							
2-FLUOROPHENOL		61	% recovery	1			
D5-PHENOL		63	% recovery	1			
D5-NITROBENZENE		68	% recovery	1			
2-FLUOROBIPHENYL		68	% recovery	1			
2,4,6-TRIBROMOPHENOL		62	% recovery	1			
D14-P-TERPHENYL	D	170	% recovery	1			
Run ID: R275558 / Work Group No.: WG212878							
Prep Date1: 09-FEB-17 Prep Date2: 13-FEB-17 Analyzed 15-Feb-17 19:05							

Method: SM2540B - 1997, Dried at 103-105C	MiscSolid
TARGET ANALYTES	
TOTAL SOLIDS	53 % 1 0.1
Run ID: R275416 / Work Group No.: WG212840	
Prep Date1: 10-FEB-17 Analyzed 10-Feb-17 14:20	

Method: EPA 6010B - ICP Scan	MiscSolid
TARGET ANALYTES	
ARSENIC	U 25.0 mg/kg 1 25
BARIIUM	44.2 mg/kg 1 2
BERYLLIUM	U 0.400 mg/kg 1 0.4
CADMIUM	U 2.00 mg/kg 1 2
COBALT	2.49 mg/kg 1 2
CHROMIUM	19.6 mg/kg 1 2
COPPER	101 mg/kg 1 5
MOLYBDENUM	U 4.00 mg/kg 1 4
NICKEL	18.4 mg/kg 1 3
LEAD	76.1 mg/kg 1 6
ANTIMONY	U 19.0 mg/kg 1 19
SELENIUM	U 17.0 mg/kg 1 17
THALLIUM	U 13.0 mg/kg 1 13
VANADIUM	12.8 mg/kg 1 3
ZINC	151 mg/kg 1 7
Run ID: R275404 / Work Group No.: WG212877	
Prep Date1: 10-FEB-17 Prep Date2: 13-FEB-17 Analyzed 13-Feb-17 10:56	

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-1 (P220007-1)  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: 9071 total and 9071 SGT

Method Reference	Qualifier	Result	Units	Dilution	MDL	Matrix	Tag
Parameter						RL/ML	
Method: EPA 7471A - Cold Vapor AA						MiscSolid	
TARGET ANALYTES							
MERCURY		0.13	mg/kg	1	0.03		
Run ID: R275675 / Work Group No.: WG213109							
Prep Date1: 23-FEB-17 Analyzed 23-Feb-17 13:20							
Method: EPA 7761 - Graphite Furnace AA						MiscSolid	
TARGET ANALYTES							
SILVER		0.27	mg/kg	1	0.033		
Run ID: R275499 / Work Group No.: WG212889							
Prep Date1: 10-FEB-17 Prep Date2: 13-FEB-17 Analyzed 13-Feb-17 12:53							

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



EAST BAY MUNICIPAL UTILITY DISTRICT  
Laboratory Services Division  
PO Box 24055, MS 59, Oakland, CA 94623  
Phone (510)287-1432 Fax (510)465-5462  
**Analytical Results Report**

LSR B913-9501-2 SD1 AERATED GRIT & SCUM: ANNUAL MONITORING  
Site: WWTP AERATED GRIT SD-1 Wastewater Treatment Plant : Aerated Grit  
Locator: HOPPER Grit Dewatering Building Hopper Settled grit from classifier sampled from conveyor or directly from grit bin  
Lab ID: L211784-2  
Sample Type: GRAB (Instantaneous Grab)  
Date Collected: Feb 06 2017, 10:10am Sample collector: R Maguire  
Date Received: Feb 06 2017, 10:20am Sample receiver: RMOLINA  
Sample Comments: STLC analysis of Pb only. Same container as -1.

Method Reference						Matrix	Tag
Parameter	Qualifier	Result	Units	Dilution	MDL	RL/ML	
Method: EPA 6010: WET - ICP Scan						WET-Citric	
TARGET ANALYTES							
LEAD		1,120	ug/L	11	14.3		
Run ID: R276136 / Work Group No.: WG213592							
Prep Date1: 13-MAR-17 Prep Date2: 16-MAR-17 Analyzed 16-Mar-17 12:50							

RL is either the client requested or regulatory mandated Reporting Limit. ML is the regulatory mandated Minimum Level



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

ELAP Certificates 1551, 2728, and 2922

28 February 2017

EBMUD

Attn: Sue Berg

PO Box 24055

Oakland, CA 94607

RE: SD1 Aerated Grit & Scum: Annual

Work Order: 17B0630

Laboratory Report Supplement  
DOX & File as Data Approval Worksheet

WG 213222 R275717 2/28/17

Approved By: [Signature]

Approved On: 3/2/17

RECEIVED  
2/28/17

Enclosed are the results of analyses for samples received by the laboratory on 02/06/17 20:40. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

*Jeanette Poplin*

Jeanette L. Poplin For Robbie C. Phillips

Project Manager





Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

EBMUD  
PO Box 24055  
Oakland CA, 94607

Project Manager: Sue Berg  
Project: SD1 Aerated Grit & Scum: Annual  
Project Number: B913-9501-2 / L211784

Reported:  
02/28/17 09:05

#### ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
L211784-1 WWTP AERATED GRIT / HOPPER	17B0630-01	Other (W)	02/06/17 10:10	02/06/17 20:40



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

EBMUD  
PO Box 24055  
Oakland CA, 94607

Project Manager: Sue Berg  
Project: SD1 Aerated Grit & Scum: Annual  
Project Number: B913-9501-2 / L211784

Reported:  
02/28/17 09:05

### Conventional Chemistry Parameters by APHA/EPA Methods

Analyte	Result	MDL	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Analyst	Notes
			Limit									
L211784-1 WWTP AERATED GRIT / HOPPER (17B0630-01) Other (W)    Sampled: 02/06/17 10:10    Received: 02/06/17 20:40												
Oil & Grease (HEM)	20000	170	250	mg/kg	1	AB73729	02/23/17 07:20	02/24/17 13:04	EPA 9071B	STS		
Oil & Grease (HEM-SG)	860	90	250	mg/kg	1	AB73731	02/23/17 07:34	02/27/17 13:59	EPA 9071B	STS		



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

EBMUD  
PO Box 24055  
Oakland CA, 94607

Project Manager: Sue Berg  
Project: SD1 Aerated Grit & Scum: Annual  
Project Number: B913-9501-2 / L211784

Reported:  
02/28/17 09:05

### 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
---------	--------	-----	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	-------

#### Batch AB73729 - General Preparation

<b>Blank (AB73729-BLK1)</b>					Prepared: 02/23/17 Analyzed: 02/24/17						
Oil & Grease (HEM)	ND	170	250	mg/kg							U
<b>LCS (AB73729-BS1)</b>					Prepared: 02/23/17 Analyzed: 02/24/17						
Oil & Grease (HEM)	990	170	250	mg/kg	1000		99.0	75-135			
<b>LCS Dup (AB73729-BSD1)</b>					Prepared: 02/23/17 Analyzed: 02/24/17						
Oil & Grease (HEM)	995	170	250	mg/kg	1000		99.5	75-135	0.504	20	
<b>Duplicate (AB73729-DUP1)</b>					<b>Source: 17B0630-01</b>		Prepared & Analyzed: 02/24/17				
Oil & Grease (HEM)	18900	170	250	mg/kg		19700			4.30	20	
<b>Matrix Spike (AB73729-MS1)</b>					<b>Source: 17B0630-01</b>		Prepared: 02/23/17 Analyzed: 02/24/17				
Oil & Grease (HEM)	20500	170	250	mg/kg	2000	19700	40.0	75-135			QM-05

#### Batch AB73731 - General Preparation

<b>Blank (AB73731-BLK1)</b>					Prepared: 02/23/17 Analyzed: 02/27/17						
Oil & Grease (HEM-SG)	ND	90	250	mg/kg							U
<b>LCS (AB73731-BS1)</b>					Prepared: 02/23/17 Analyzed: 02/27/17						
Oil & Grease (HEM-SG)	450	90	250	mg/kg	500		90.0	80-120			
<b>LCS Dup (AB73731-BSD1)</b>					Prepared: 02/23/17 Analyzed: 02/27/17						
Oil & Grease (HEM-SG)	475	90	250	mg/kg	500		95.0	80-120	5.41	20	
<b>Duplicate (AB73731-DUP1)</b>					<b>Source: 17B0630-01</b>		Prepared: 02/23/17 Analyzed: 02/27/17				
Oil & Grease (HEM-SG)	860	90	250	mg/kg		860			0.00	20	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

EBMUD  
PO Box 24055  
Oakland CA, 94607

Project Manager: Sue Berg  
Project: SD1 Aerated Grit & Scum: Annual  
Project Number: B913-9501-2 / L211784

Reported:  
02/28/17 09:05

### 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
---------	--------	-----	--------------------	-------	----------------	------------------	------	----------------	-----	--------------	-------

#### Batch AB73731 - General Preparation

Matrix Spike (AB73731-MS1)

Source: 17B0630-01

Prepared: 02/23/17 Analyzed: 02/27/17

Oil & Grease (HEM-SG)	1080	90	250	mg/kg	1000	860	22.0	80-120			QM-05
-----------------------	------	----	-----	-------	------	-----	------	--------	--	--	-------



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

EBMUD  
PO Box 24055  
Oakland CA, 94607

Project Manager: Sue Berg  
Project: SD1 Aerated Grit & Scum: Annual  
Project Number: B913-9501-2 / L211784

Reported:  
02/28/17 09:05

### Notes and Definitions

QM-05	The spike recovery was outside acceptance limits for the MS and/or MSD due to matrix interference. The LCS and/or LCSD were <b>within</b> acceptance limits showing that the laboratory is in control and the data is acceptable.
U	Analyte included in analysis, but not detected at or above MDL.
ND	Analyte NOT DETECTED at or above the reporting limit
dry	Sample results reported on a dry weight basis
MDL	Method detection limit
Rec	Recovery
RPD	Relative Percent Difference

East Bay Municipal Utility District  
Laboratory Services Chain of Custody Record

17B0630 1043

Page 1 of 1

Project Title  
SDI AERATED GRIT & SCUM: ANNUAL MONITORING  
Account or Project: B913-9501-2






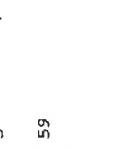
Client PM: DAVE FREITAS  
Tel No.: 287-1502  
Lab PM: SUSAN B. BERG

Sampled by: R Maguire  
Rcvd: 06-FEB-17 10:20  
Sample Date: 06-FEB-17

Lab No.	Sample Type	Time	Site	Locator	Sample Matrix	Tests Required	Container ID Barcode	Chemical Preservative	Date	Due Date	Initials
L211784-1	GRAB	10:10	WWTP AERATED GRIT	HOPPER	MiscSolid	9071 - SGT (EPA 9071)	1382674 JARS				

ClientID:  
Sample Comments: 9071 total and 9071 SGT Pricing: STD

Total containers received: 1

Signature	Print Name	Time	Date
	Ray Anderson	1410	06-FEB-17
	Ray Anderson	1411	2617
	Ray Anderson	1530	2617
		1720	216
		2010	216
		2040	216

Sample Type Descriptions:  
GRAB - Instantaneous Grab

Container Type Descriptions:

CUP - Plastic, snap on lid, 250 mL  
JARS - Glass, jar, PTFE lined cap, 125 mL  
JARS - Glass, jar, PTFE line cap, 250 mL  
OTORG - Glass, WM, PTFE line cap, organic clean, 850 mL  
PTORG - Glass, WM, PTFE line cap, organic clean, 500 mL

Email results to:  
SUSAN B. BERG (sberg@ebmud.com)  
EBMUD Laboratory  
P.O. Box 24055 MS# 59  
Oakland, CA 94623  
(510) 287-1436

SUBCONTRACT:  
Robbie Phillips  
Alpha Analytical Laboratories  
6398 Dougherty Road, Suite 3  
Dublin CA 94568  
(925) 828-6226  
PO# BRD-14208-CX Expires: 31-JUL-13

Please advise EBMUD Laboratory if Due Date will be missed

Samples will be retained beyond the approval process only if requested by the client.

Chain of Custody Attachment  
(page 3 of 3)

17B0630

**Samples**

**Submitted To:** Robbie Phillips  
Alpha Analytical Laboratories  
208 Mason Street  
Ukiah, CA 95482  
(707) 468-0401

**Method of**

**Shipment:** Alpha Analytical Laboratories courier  
6398 Dougherty Road, Suite 3  
Dublin, CA 94568  
(925)828-6226

**EBMUD P.O.** Please bill Visa card on file

**Date Submitted:** February 6<sup>th</sup>, 2017

**Sample Information:**

Login #	Site / Locator	Collect Date & Time
L211784-1	WWTP AERATED GRIT / HOPPER	06-FEB-17 10:10
L211790-1	WWTP SCUM / CONCENTRATOR	06-FEB-17 11:20

- On Sep  
w/o

**Analysis:** 9071 – Total (EPA 9071B)  
AND  
9071 - SGT (EPA 9071B, Silica Gel Treated)

**Comments:** Report results on a wet weight basis.

Please comply with analytical hold times.

**TAT:** Standard

**Report**

**Results To:** Sue Berg  
EBMUD Laboratory  
P.O. Box 24055 MS # 59  
Oakland, California. 94623  
Phone: (510) 287-1436  
Fax: (510) 465-5462  
Email: [sue.berg@ebmud.com](mailto:sue.berg@ebmud.com)

## **EXHIBIT H**

### **DISTRICT-APPROVED TREATMENT AND DISPOSAL SITES**



## List of District-Approved Treatment and/or Disposal Sites for Various Waste Types as of December 2016

Note: All of the following transfer, treatment and/or disposal sites have been audited by the District and found to be acceptable, as of the time of the audit, for disposal of waste generated in the course of District projects. Since changes in facility ownership, operation, financial health, and waste acceptance policies may occur at any time among transfer, treatment and disposal facilities, the District makes no guarantee that the facilities listed below will be available or acceptable at the time of disposal. All disposal arrangements need to be pre-approved by the District through the Material Disposal Plan submittal required in Section 01 35 44 of this specification, as well as with the disposal facility through their waste acceptance process. All waste generated in the course of District projects must be treated or disposed of at one of the facilities on this list. If a facility from this list is selected that transfers the waste to another facility for treatment and/or disposal, the District will require evidence that the waste is treated and/or disposed of at one of the approved facilities on this list.

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
Acme Landfill	Martinez, CA	Class II, non-hazardous waste (I and III cells are CLOSED)	Construction-demolition (CD) debris, green waste, scrap metal, wood waste, appliances, other (clean fill, concrete, ceramic tile, asphalt, sheet rock, furniture)
Altamont Landfill & Resource Recovery Facility	Livermore, CA	Class II & III non-hazardous waste landfill	Municipal waste, construction debris, industrial waste, contaminated soils, liquid waste, sludges, treated auto shredder waste (TASW) metal, treated wood, green waste, friable and non-friable asbestos
Aqua Clear Farms	Rio Vista, CA	Class II, drilling mud only	Primarily drilling mud and cuttings from oil and gas exploration; typically 20-30% solids, 58-79% water and 1-2% hydrocarbons
California Asbestos Monofill	Copperopolis, CA	inert asbestos-containing waste only	Asbestos and inert waste tires
Chemical Waste Management, Inc. - Kettleman	Kettleman City, CA	Class 1, RCRA and Non-RCRA hazardous waste landfill	Accepts everything but compressed gases, radioactive waste, infectious material, explosives. NOTE: batteries, mercury, acids, acids requiring neutralization, fuels, oil recycling and wastes requiring incineration are transferred offsite for treatment/disposal at secondary facilities. If used, must ensure secondary facility has been audited by District
Clean Harbors (aka Safety Kleen, formerly Laidlaw) - Buttonwillow	Buttonwillow, CA	Class 1, RCRA and Non-RCRA hazardous waste treatment / landfill	All RCRA haz waste (except flammables, PCBs > 50 ppm, med waste, explosives, and rad waste > 20,000 pCi); hazardous bulk solid and liquid wastes
Clean Harbors Environ. Services, Inc. (Formerly Laidlaw)	5756 Alba St., Los Angeles, CA	RCRA and Non-RCRA hazardous waste treatment	Inorganic acids and bases, industrial wastewater, household haz waste, ethylene glycol, waste oils, batteries, incinerator ash, halogenated solvents, fluorescent and mercury lamps, mercury materials, PCBs, labpacks, asbestos
Safety-Kleen of California (Clean Harbors, formerly Evergreen Oil, Inc.)	Newark, CA	Class 1, RCRA Part B hazardous waste treatment	used oil, used oil filters, used anti-freeze, RCRA fuel and contaminated petroleum products, and RCRA/non-RCRA oily wastewater

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
Clean Harbors Environmental Services (formerly Solvent Service, Inc., SSI)	1021 Berryessa Road, San Jose, CA 95133	RCRA and Non-RCRA hazardous waste	Solvents, fuels, oils certain paints, corrosive liquids and solids organic and inorganic wastewaters, bulk and drummed solids, lab packs and RCRA solids (D004-D011, F006, D018-D043). T&S main facility handles container & bulk liquids for transfer - consolidation. Additional rail spur transfer facility is permitted.
Clean Harbors Wilmington LLC (aka Teris LLC - ENSCO West)	Wilmington, CA	RCRA and Non-RCRA hazardous waste	Oil recycling, storage and transfer facility for containerized liquid and solid hazardous waste; wastewaters treated at Clean Harbor's San Jose and/or other CH disposal facilities; incinerable wastes shipped to their Aragonite, UT, Kimball, NE, or El Dorado, AR; landfills sent to their Buttonwillow, CA
Crosby & Overton	Long Beach, CA Oakland, CA transfer station	RCRA Part B and Non-RCRA hazardous waste	Bulk liquids for on-site treatment: non-hazardous hydrocarbon-contaminated water, non-RCRA oily water and RCRA-D001 and/or D-18 (oil waters with gasoline). Drummed liquids & solids (roll-offs & triwalls): non-hazardous, non RCRA & RCRA, lab packs and household hazardous waste.
Depressurized Tech. (DTI)	Morgan Hill, CA	Class I, aerosol cans only (RCRA, non-RCRA, and non-haz)	Aerosol cans recovery & recycling (hazardous/non-hazardous; empty/full/partially full)
D/K Dixon	Dixon, CA	Non-RCRA	Used oil, oily water, used antifreeze
ECDC Environmental, L.C.	East Carbon, UT	Class V, non-RCRA hazardous waste	non-RCRA hazardous waste contaminated soils, non-regulated PCB wastes, municipal solid waste, commercial and industrial solid waste, construction/demolition waste; special waste allowed by Utah (e.g. California hazardous waste)
Evoqua Water Technologies (formerly Norris Environmental, U.S. Filter Recovery, Siemens Water Technologies)	Vernon, CA	Class I, RCRA hazardous waste treatment	RCRA solid and liquid waste treatment: acids, caustics, cyanide, chromate, trace organic compounds, hydrocarbons/oils
Forward Landfill, Inc.	Manteca, CA	Class II and III; non-hazardous waste	Non-hazardous waste, PCBs, and oily waste, friable and non-friable asbestos; trench spoils, drilling muds, sewage sludge, construction debris, oily soils
Jess Ranch	15850 Jess Ranch Rd., Tracy, CA95377	Clean fill and biosolids	Clean fill but only after testing including processed organic materials (food waste, green waste, wood waste). Other feedstock may include: organics, contaminated paper, natural fiber products and other inert materials (gypsum, clean C&D, untreated wood waste), biosolids organics composting facility
Keller Canyon Landfill Company (Republic Services)	901 Baily Rd. Pittsburg, CA	California Class II and III landfill that meets Federal Subtitle D requirements	Municipal solid waste, selected contaminated soils, shredder waste, commercial and industrial waste, filter cake/dewatered sludge, agricultural waste, construction/demolition debris, sewage sludge, spent catalyst fines, cannery waste, clean soils, off-spec products
Kleen Industrial Services/ Kleen Blast	Hayward, CA	New and recycled paint blast	New copper slag for paint blasting. Used slag can be returned to Kleen Blast and recycled if passes the TCLP test and is not RCRA hazardous waste. Used blast must be evaluated by the District's Regulatory Compliance Office BEFORE it is given to this vendor.

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
La Vista Quarry	28814 Mission Blvd., Hayward, CA	Class III, Construction Debris	Asphalt & concrete (<3' long), concrete with rebar (<3" from concrete), clean rock and gravel, asphalt roof tiles, broken toilets for recycling and with hardware removed.
Lighting Resources, LLC	1522 East Victory St, #4, Phoenix, AZ	Universal waste recycling	Commercial recycling facility for waste fluorescent lamps, ballasts, batteries, electronic waste and mercury devices.
Newby Island Sanitary Landfill	Milpitas, CA	Class III, non-hazardous waste	Municipal solid wastes, industrial waste, construction/demolition waste, contaminated soils, clean soils, water treatment sludge, and wastewater sludge, grit, and screenings. No liquids, asbestos, or untreated infectious materials.
Phibro-Tech, Inc.	Santa Fe Springs, CA	RCRA hazardous waste treatment and recycler/recovery	Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery
Philip Services Corp, dba 21st Century EMI	Fernely, NV	RCRA TSDF recycler	Alkaline batteries for shredding and recycling, inorganic liquid wastes (acids and bases), lab packs containing total organic carbon at or less than 10% per drum. Also a transfer facility to organic wastes.
Potrero Hills Landfill	Suisun City, CA	Class III, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, composts green waste, electronic and 'white goods' recycling. We send our waste polymer sump rinsate to this facility.
Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Company	Roosevelt, WA	Class III, non-hazardous waste	Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.
Recology - Hay Road Landfill	Vacaville, CA do not use site in Gilroy, CA 95020	Class II, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, sewage sludge and resell treated biosolids; recycling program of green, food, and wood wastes for composting, reuse of concrete and asphalt, and transfer station for e-waste, tires, and metals. Also accepts NON-hazardous waste contaminated soils, friable and non-friable asbestos, and other designated special wastes.
Redwood Landfill	Novato, CA	Class III, non-hazardous waste	Municipal solid waste, construction debris, petroleum-contaminated soil, grit and grease, dredge and fill material, non-friable asbestos, incinerator ash, treated wood, storm drain cleanings, holding tank pumpings, agricultural wastes, triple-rinsed pesticide containers, sewage sludge. No liquids accepted.
Rho-Chem, LLC. (subsidiary of Philip Services Corp)	Inglewood, LA County, CA	RCRA storage and treatment	Class I - RCRA and Non-RCRA - spent solid and liquid recycler
RMC Pacific	Pleasanton, CA	Clean fill and concrete recycling	A good source of clean fill to purchase. If bringing unneeded construction material such as concrete debris, construction debris and/or asphalt debris, do NOT deposit this material at the Granite and Central Concrete sites located within the RMC site. Deposit this material onto the RMC site only
Rock Creek Landfill (Calaveras Co. owned)	Milton, CA	Class II, non-hazardous waste	Municipal garbage, construction /demolition debris, petroleum-contaminated soil <1000 ppm, sludge, ash, tires, green waste, treated wood; <b>accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only</b>

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
Safety Kleen	Denton, TX	Class I, RCRA and Non-RCRA hazardous waste	Hazardous waste recycling, metals recovery, and bulk storage liquid and solid hazardous waste.
Safety-Kleen, Sacramento	Sacramento, CA	RCRA and Non-RCRA hazardous waste	Paint, dry cleaning solvents, antifreeze, mineral spirits, immersion cleaning solvents, oil filters, photochemical solutions steel wool cartridges and silverflake for recycling and transferring to other treatment facilities.
Salesco Systems USA	Phoenix, AZ	RCRA and non-RCRA solid and liquid mercury and PCB waste from electrical components	Mercury wastes including liquid mercury, mercury compounds and solutions, and mercury contaminated soil; all types of lamps (sodium and mercury vapor, fluorescent, neon); activated carbon contaminated with mercury; PPE contaminated with mercury; PCB wastes from ballasts, transformers and other electrical equipment
Simco Rd. Regional Landfill, owned/operated by Idaho Waste Systems, Inc.	Boise, ID	Class III, RCRA Subtitle D, Non-haz municipal fill, solid waste	Municipal solid waste, sewage sledge, C&D waste, contaminated soil, asbestos, non-haz special wastes, liquids
US Ecology, Inc.	Beatty, NV	Class I, RCRA and Non-RCRA hazardous waste	RCRA (D, F, D, P and U authorized waste codes), solid chemical wastes, drummed and bulk solid wastes, PCB-contaminated materials at TSCA levels (liquid and solids), filter concentrate and cake and corrosive liquids
Vasco Road Landfill, LLC (Republic Services)	Livermore, CA	Class II and III non-hazardous waste	Municipal solid wastes, construction & demolition debris INCLUDING dry wall and non-friable asbestos containing materials, clean (naturally uncontaminated) soil, sewage & wastewater treatment sludge & grit, industrial sludges & filters from cleaning processes (foundry slag and sand), petroleum & lead contaminated soils and drilling muds (Class II and III), green waste for recycling (bio-solids, scrap metal, asphalt/concrete crushing).
Veolia Environmental Services (ES) Technical Solutions (Formerly AETS)	Richmond, CA	Oil recycling, containerized RCRA and non-RCRA hazardous waste for transfer	RCRA and non-RCRA haz wastes, household haz waste for transfer to secondary facility for treatment and/or packaging - disposal. Accepts: wastewater, contaminated soils, inorganics, organics, paint sludges, pesticides, reactives, halogenated and nonhalogenated solvents, heavy metals, acids, caustics, and oils. <b>NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use</b>
Vulcan Materials Co.	Pleasanton, CA	Class III, Land reclamation & aggregates recycling	Low moisture content, non-water soluble, non-decomposable, non-hazardous inert wastes. Construction & demolition wastes and excavated earth. Clean fill (no contaminants or organic material). Recycled asphalt, cinder blocks, bricks, concrete, clean rock/gravel. No liquids.

Do not use Lakeland Processing Company, Santa Fe Springs, CA

American Recovery filed for Bankruptcy in 2006 they have since closed and have been removed from the list.

\\w-fp-ab-2.win.ebmud\data\workgroups\omd\rc\ecs\Haz Waste\Disposal Facility Audits\List of Acceptable TSDF Facilities to Append to Specs.xls