

REQUEST FOR PROPOSAL (RFP)

for Air Emissions Source Testing

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Chris Dembiczak, Senior EH&S Specialist
(510) 287-0509
chris.dembiczak@ebmud.com

RESPONSE DUE

September 4, 2026
1:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Chris Dembiczak, EBMUD
chris.dembiczak@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Air Emissions Source Testing

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I. STATEMENT OF WORK**A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe required air emissions source testing at East Bay Municipal Utility District (District) facilities. Most of the testing will occur at the Main Wastewater Treatment Plant (MWWTP) at 2020 Wake Avenue, Oakland, CA. One or two source tests will be required at the Maloney Pumping Plant at 5211 La Honda Road, El Sobrante, CA during the contract term.

The District intends to award a two-year contract with two options to renew for one-year terms, for up to four total years, to the Proposer(s) who best meets the District's requirements.

B. PROPOSER QUALIFICATIONS**1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing air emissions source testing for at least five (5) years.
- b. Proposer shall be an authorized provider of compliance-based source testing services.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

Proposer shall conduct required air emissions testing on the equipment described below. Exhibit D contains relevant source testing permit conditions from the facility air permits where testing will be conducted. Additional requirements not noted in the air permit conditions in Exhibit D are noted below as well. All testing conducted, methods utilized, and reporting must comply with the permit conditions outlined in Exhibit D and the following additional requirements of the Bay Area Air District.

All testing conducted must utilize EPA test methods for source testing and have 60 minute (or longer) runs on each traverse. Testing of S-38 (Engine #2 at the MWWTP) must include a three-dimensional probe to test for cyclonic flow utilizing EPA Method 1, Section 11.5.3. Any exceptions to these additional requirements will only be allowed if the Bay Area Air District approves the alternative in a Source Test Plan.

Equipment Description and Stack Location

The location of the equipment requiring testing and the associated stacks are described in Table 1 below. Please note that testing the enclosed digester gas flares and the generator at Maloney Pumping Plant require an aerial lift that the Proposer is responsible for procuring for testing. A temporary stack extension for the Maloney Pumping Plant generator test site will be provided and installed by the District prior to source testing.

Table 1 – Equipment Description and Stack Location

Sources: S-37, S-38, S-39, Cogeneration Engines Location: MWWTP, 2020 Wake Avenue, Oakland, CA 94607 Mfg: Delaval (now Cooper) Model: Enterprise DGSR-46 Installed: 1982 Max Heat Input: 25 MMBtu/hr Exhaust stacks on roof of cogeneration building, accessible by stairs.	
Source: S-56 Turbine Location: MWWTP, 2020 Wake Avenue, Oakland, CA 94607 Mfg: Solar Turbines Model: Mercury 50 Installed: 2011 Max Heat Input: 44.5 MMBtu/hr Turbine and exhaust stack depicted in photo.	

Source: S-55 Boiler Location: MWWTP, 2020 Wake Avenue, Oakland, CA 94607 Mfg: Cleaver Brooks Model: 4W-700-400-125 Installed: 2007 Max Heat Input: 20.4 MMBtu/hr Boiler and exhaust stack depicted in photo. Sample ports are on roof, accessible by fixed ladder.	
Sources: A-194, A-195 Digester Gas Enclosed Flares Location: MWWTP, 2020 Wake Avenue, Oakland, CA 94607 Mfg: Abutec Model: HTF 18.5 Installed: 2017 Max Heat Input: 63 MMBtu/hr No ladders or sampling platforms on stacks – aerial lift required.	
Source: S-2 Emergency Standby Diesel Generator Set (Engine) Location: Maloney Pumping Plant, 5211 La Honda Road, El Sobrante, CA 94803 Mfg: Mitsubishi Model: S16R-Y2PTAW2-1 Installed: 2022 Note this engine has a selective catalytic reduction system and diesel particulate filter system.	

Emissions Testing

Each permitted source noted above has a testing frequency defined in Table 2. Proposers shall conduct all source tests noted in Table 2.

Table 2 – Emissions Testing Frequency

Source	Required Testing
Engines S-37, S-38, S-39	Annual
Turbine S-56	Annual
Boiler S-55	Annual
Flares A-194, A-195	Every 8,760 hours run time (approximately every two years)
Emergency Generator S-2	Every three years (plan for two tests if contract is extended to four years)

Table 3 below contains additional emissions testing that is required but sometimes performed in-house. The District is soliciting pricing for these services but does not guarantee a minimum number of tests.

Table 3 – Additional On-Request Testing

Source	Additional Testing
Engines S-37, S-38, S-39	Quarterly NOx and CO per Bay Area Air District Rule 9-8-503
Turbine S-56	Monthly NOx, CO, and SO2 testing specified in permit condition in Exhibit D

In addition to meeting the testing frequency above, the Proposer shall adhere to the following scheduling limitations caused by the flow patterns and uncertainty of digester gas supply at the MWWTP. Testing for engines S-37, S-38, and S-39 shall be conducted on Wednesday, Thursday, or Friday, unless otherwise pre-arranged with the District. The District will attempt to schedule tests that can be combined on the same day together when possible.

D. DELIVERABLES / REPORTS

1. The Proposer shall be responsible for preparing and submitting all Source Test Plans and notifications to the Bay Area Air District for approval. Approval must be received from the Bay Area Air District before source testing can begin. All annual tests require Bay Area Air District notification and approval.
2. Monthly and quarterly test reports are due within ten (10) days following the test.
3. Annual test reports are due to the District no later than five (5) days before they are due to the Bay Area Air District. Reports are typically due thirty (30) or sixty (60) days following the source test. Refer to the specified permit conditions in Exhibit D for requirements for each source.
4. Proposer shall supply a written report to the District in conformance with all Bay Area Air District reporting requirements. Please refer to the permit conditions in

Exhibit D for specific reporting requirements for each source and test except for the engine quarterly tests.

5. The District will provide the test company with process data for tested sources, digester gas meter calibration information, current permit conditions, and other District-specific information required by Bay Area Air District for the source test report.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	August 17, 2026	
OPTIONAL Site Walk of MWWTP Sources (by advance request only)	August 26, 2026 @ 12:30 p.m.-1:45 p.m.	at: EBMUD Main Wastewater Treatment Plant 2020 Wake Avenue Oakland, CA 94607
OPTIONAL Site Walk of Maloney Pumping Plant (by advance request only)	August 26, 2026 @ 2:30 p.m. - 3:00 p.m.	at: EBMUD Maloney Pumping Plant 5211 La Honda Road El Sobrante, CA 94803
Response Due	September 4, 2026 by 1:00 p.m.	
Anticipated Contract Start Date	February 1, 2027	

Note: All dates are subject to change by District.

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. OPTIONAL SITE WALK

Optional site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the sources requiring testing.
3. Provide an opportunity for Proposers to ask specific questions about the project and test locations as well as request RFP clarifications.
4. 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 Addenda following the site walk/Proposal conference.

*****To attend the site walk**, contact Chris Dembiczak at chris.dembiczak@ebmud.com or (510) 287-0509 no later than 4:00pm on August 25, 2026***

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 proposer 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 proposals 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 procurement. 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 high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Cost: 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. While not reflected in the Cost evaluation points, an evaluation may also be made of: 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). 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.
B.	Implementation Plan and Schedule: 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.
C.	Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the project?

D.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
E.	Contract Equity Program: Proposer shall be eligible for SBE or DVBE 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. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.

C. PRICING

1. Prices quoted shall be firm for the duration of any contract, up to four years, that may be awarded pursuant to this RFP. If the required test methodology or permit conditions written for an emissions test change, new pricing may be accepted by the District. Any changes to pricing must be approved in writing by the District.
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.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a "not to exceed" contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If

an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. 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.

Proposal 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 proposal, 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, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., 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 workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the 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 workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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 proposal 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. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the 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 Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

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 AND AFTER AWARD:

Attn: Chris Dembiczak, Senior EH&S Specialist

EBMUD Regulatory Compliance Office

E-Mail: chris.dembiczak@ebmud.com

PHONE: (510) 287-0509

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. The RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to chris.dembiczak@ebmud.com. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file

exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-0509 to check receipt of the proposal.

2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. 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.
4. 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.
5. 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.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C, or D, 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.



RFP EXHIBIT A
RFP RESPONSE PACKET
RFP For – AIR EMISSIONS SOURCE TESTING

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **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 WHOLE.**
- **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.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



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 evidence of insurance which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that 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.
10. 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.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE nor a DVBE 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/DVBE 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):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ 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: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

☐ YES ☐ NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

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 cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Source Test Description	Estimated Annual Quantity (A)	Unit (Source Test) Cost (B)	Extended Cost (A) x (B)
S-37 Cogen Engine Annual	1	\$	\$
S-38 Cogen Engine Annual*	1	\$	\$
S-39 Cogen Engine Annual	1	\$	\$
S-55 Boiler Annual	1	\$	\$
S-56 Turbine Annual	1	\$	\$
A-194/A-195 Enclosed Flares**	0.5***	\$	\$
S-2 Stationary Generator	0.33****	\$	\$
S-37, S-38, S-39 Engine Quarterly 15-min check for CO and NOx	9	\$	\$
S-56 Monthly 15-min check for CO, NOx, and SO2	12	\$	\$
TOTAL COST			\$

*S-38 requires 3D probe testing for pitch and yaw angles in addition to permit requirements.

**A-194 and A-195 should be tested on the same date/test, pricing must include testing both flares.

***Test frequency is every 2-3 years. The 0.5 represents a test every 2 years.

****Test frequency is every 3 years. The 0.33 represents a test every 3 years.



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, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District. This synopsis should not exceed two (2) pages in length and should be easily understood.
2. **Description of the Proposed Test Equipment/System:** RFP response shall include a description of the proposed test equipment/system. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the Bay Area Air 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. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the Bay Area Air District-required timetables for the final testing and reporting services.
4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
5. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) 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.

6. **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. This includes any exceptions and amendments to the District's General Requirements, General Conditions, or Contract/Agreement Documents included in this RFP.**
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

7. **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 – Air Emissions Source Testing

Proposer Name: _____

Proposer must provide a minimum of two references and no more than four.

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 – Air Emissions Source Testing

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. Include any exceptions or amendments to the District’s General Requirements, General Conditions, or Contract/Agreement Documents included in this RFP.

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.	Proposer takes exception to...

*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 proposal the appropriate forms.

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

<https://www.ebmud.com/business-center/contract-equity-program>

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



RFP EXHIBIT B INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT

to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
- Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident
Bodily Injury by disease: \$1,000,000 each employee
Bodily Injury by disease: \$1,000,000 policy limit

- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry Workers' Compensation insurance.

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

II. Commercial General Liability Insurance ("CGL") Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
 - Bodily Injury and Property Damage \$2,000,000 per occurrence & aggregate
 - Personal Injury/Advertising Injury \$2,000,000 per occurrence & aggregate
 - Products/Completed Operations \$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR's behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR's failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor's Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional

Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
- | | |
|--|-------------|
| Each Occurrence Limit (per accident) and in the Aggregate: | \$2,000,000 |
| Bodily Injury and Property Damage: | \$2,000,000 |

- D. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles (“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).
- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR’s Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR’s and/or contractor’s/subcontractor’s performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR’s Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

IV. Professional Liability (also known as Errors and Omissions) Insurance Coverage

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.

C. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

RFP EXHIBIT C – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

NOTE: THIS CONTRACT WILL BE EDITED AND FINALIZED AFTER BIDS ARE RECEIVED. THIS VERSION IN THE RFP IS FOR THE CONTRACTOR TO REVIEW TO ENSURE TERMS ARE ACCEPTABLE

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT AIR EMISSIONS SOURCE TESTING

THIS Agreement is made and entered into this _____ day of *January*, 2027, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called “DISTRICT,” and (***CONTRACTOR'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.]***), hereinafter called “CONTRACTOR.”

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *air emissions source testing*; and

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting services for completing sampling, *planning, and reporting* for *air emissions source testing* and CONTRACTOR represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

WHEREAS, DISTRICT Board of Directors has authorized the contract by Motion Number _____;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONTRACTOR that for the considerations hereinafter set forth, CONTRACTOR shall provide said services to DISTRICT, as set forth in greater detail herein.

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. It is understood and agreed that CONTRACTOR has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to so perform the work. CONTRACTOR represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONTRACTOR agrees that the work performed under this Agreement shall follow practices usual and customary to the environmental sampling and reporting profession and that CONTRACTOR is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONTRACTOR from such professional responsibility for the work performed.
- 1.3. CONTRACTOR agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of 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 this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.4. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT.

- 1.6. CONTRACTOR is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.7. It is further understood and agreed by the parties that CONTRACTOR in the performance of its obligations under this Agreement is subject to the direction of DISTRICT as to the designation of services to be performed and the results to be accomplished, however, DISTRICT shall have no control over the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent contractor, CONTRACTOR and/or CONTRACTOR's assigned personnel shall not have: (1) any entitlement to any compensation or benefit provided to DISTRICT employees; (2) the right to act on behalf of DISTRICT in any capacity whatsoever as agent; or (3) the right to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of **\$TBD** Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONTRACTOR acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONTRACTOR certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.

- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONTRACTOR shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1. This Agreement shall become effective upon execution of the second signature. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until Notice to Proceed is issued.
- 3.2. DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

- 4.1. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2. If this Agreement is terminated CONTRACTOR shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONTRACTOR's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONTRACTOR or prepared by CONTRACTOR for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONTRACTOR is entitled in the event of termination of this Agreement and CONTRACTOR shall be entitled to no other compensation or damages and expressly waives same. Termination under this ARTICLE 4 - TERMINATION shall not relieve CONTRACTOR of any warranty obligations or the obligations under 1.4 and 7.1.

ARTICLE 5 -PROJECT MANAGERS

- 5.1. DISTRICT designates ***Chris Dembiczak*** as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this

Agreement, for matters relating to CONTRACTOR's performance under this Agreement, and for liaison and coordination between DISTRICT and CONTRACTOR. CONTRACTOR may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in DISTRICT's representative, DISTRICT will notify CONTRACTOR of the change in writing.

- 5.2. CONTRACTOR designates **TBD** as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONTRACTOR's designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1. CONTRACTOR expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONTRACTOR is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. CONTRACTOR understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONTRACTOR further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2. Designated CEP compliance for the duration of this Agreement is listed in Exhibit D, which is attached hereto and incorporated herein. CONTRACTOR shall maintain records of the total amount actually paid to each subcontractor. Any change of CONTRACTOR's listed subcontractors shall be subject to approval by DISTRICT's Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless 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 CONTRACTOR'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.

7.2. Insurance Requirements

Insurance Requirements are as stated in Exhibit C, Insurance Requirements.

ARTICLE 8 - NOTICES

Any notice which DISTRICT may desire or is required at any time to give or serve CONTRACTOR may be delivered personally, or be sent by United States mail, postage prepaid, addressed to:

contractor firm's name
address

Attention: *(contact)*

or at such other address as shall have been last furnished in writing by CONTRACTOR to DISTRICT.

Any notice which CONTRACTOR may desire or is required at any time to give or serve upon DISTRICT may be delivered personally at EBMUD, 375 11th Street, Oakland, CA 94607-4240, or be sent by United States mail, postage prepaid, addressed to:

Director of Wastewater
P.O. Box 24055
Oakland, CA 94623-1055
Email: amit.mutsuddy@ebmud.com

or at such other address as shall have been last furnished in writing by DISTRICT to CONTRACTOR.

Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

ARTICLE 9 - MISCELLANEOUS

9.1. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters

contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONTRACTOR shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement 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 this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. The parties agree to execute this Agreement using digital signatures via DocuSign.
- 9.5. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each party, shall be in Alameda County, California.
- 9.6. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7. There shall be no discrimination in the performance of this Agreement, 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), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(b), 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.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

- 9.8. CONTRACTOR affirms that it does not have any financial interest or conflict of interest that would prevent CONTRACTOR from providing unbiased, impartial service to DISTRICT under this Agreement.

ARTICLE 10 - TERM

Unless terminated pursuant to ARTICLE 4 - TERMINATION herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____

Amit Mutsuddy
Director of Wastewater

Date _____

Approved As To Form

By: _____

for the Office of General Counsel

(CONTRACTOR FIRM'S NAME, ALL CAPS & BOLD)

By: _____

(Name),
(Title)

Date _____

(CONTRACT)
EXHIBIT A
SCOPE OF SERVICES

East Bay Municipal Utility District Air Emissions Source Testing

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

Conduct required air emissions testing on the equipment described below. Testing must meet relevant source testing permit conditions from the facility air permits where testing will be conducted. Permit conditions in effect at the time of contract initiation were provided to CONTRACTOR in the Request for Proposals for Air Emissions Source Testing. CONTRACTOR may request current copies of related DISTRICT air permits during the term of the contract as needed. Note the extra test required on S-38 described below. Also note Bay Area Air District requires the use of EPA Methods and 60-minute traverses for all annual source tests unless otherwise approved in writing after submitting a Source Test Plan.

Table 1 – Emissions Testing Frequency

Source	Required Testing
Turbine S-56	Annual
Engines S-37, S-38*, S-39	Annual
Boiler S-55	Annual
Flares A-194, A-195	Every 8,760 hours runtime (or about every two years)
Emergency Generator S-2	Every three years
Turbine S-56	Monthly (15-minute check for NO _x , CO, SO ₂)
Engines S-37, S-38, S-39	Quarterly (15-minute check for NO _x , CO)

*S-38 requires 3D probe testing for cyclonic flow as described in EPA Method 1, Section 11.5.3 prior to all annual source tests.

II. PROJECT SCHEDULE

CONTRACTOR must meet the minimum test frequencies outlined above on dates mutually agreed upon by DISTRICT and CONTRACTOR. Exact dates will be determined based on date of prior test, source availability, and air permit requirements. DISTRICT will pay cancellation fees noted in Exhibit B if annual source tests are cancelled within 72 hours and the DISTRICT requests the cancellation.

(CONTRACT)
EXHIBIT B
COMPENSATION

East Bay Municipal Utility District Air Emissions Source Testing

Compensation for services provided in Exhibit A, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in this Exhibit.

1. DISTRICT shall pay CONTRACTOR only the actual costs incurred, subject to the Maximum Cost Ceiling. CONTRACTOR certifies that the cost and pricing information used herein are complete, current and accurate. CONTRACTOR acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONTRACTOR services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs. Costs to be paid comprise the following:

2.1. Service Rates

Description	Cost per Test
S-37 Cogen Engine Annual	\$
S-38 Cogen Engine Annual	\$
S-39 Cogen Engine Annual	\$
S-55 Boiler Annual	\$
S-56 Turbine Annual	\$
A-194/A-195 Enclosed Flares*	\$
S-2 Stationary Generator	\$
S-37, S-38, S-39 Engine Quarterly 15-min check for CO and NOx	*\$
S-56 Turbine Monthly 15-min check for CO, NOx, and SO2	\$

*Cost per test for both flares

2.2. Indirect Costs

The service rates above include salary, overhead, vehicle mileage, travel expenses, and profit. CONTRACTOR acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses, which includes, but is not limited to:

- Clerical, word processing and/or accounting work.

- Vehicle usage and mileage between CONTRACTOR's office and DISTRICT offices or work locations within DISTRICT service area.
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/ FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subcontractor Services

Subcontractor services are included in the service rates above.

2.4. Budget Amounts

<u>Maximum Cost Ceiling</u>
\$TBD

Costs described above, comprising Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.5. Billing and Payment

CONTRACTOR shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in EXHIBIT A – Scope of Services. Invoices shall set forth a description of the actual costs incurred and the services performed, and the date the services were performed. Supporting

documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs.

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the authorized Maximum Cost Ceiling is reached, CONTRACTOR shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. In no event shall the Maximum Cost Ceiling be increased unless there is a written amendment of this Agreement.

(CONTRACT)
EXHIBIT C
INSURANCE REQUIREMENTS

REFER TO RFP EXHIBIT B - INSURANCE REQUIREMENTS FOR BIDDING – THESE REQUIREMENTS WILL BE REPEATED HERE PRIOR EXECUTING THIS CONTRACT

(CONTRACT)
EXHIBIT D
CEP COMPLIANCE

**REFER TO RFP CEP REQUIREMENTS FOR BIDDING – THESE REQUIREMENTS WILL
BE REPEATED HERE PRIOR EXECUTING THIS CONTRACT**

East Bay Municipal Utility District Air Emissions Source Testing

<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT</u>	<u>MINIMUM PERCENT*</u>
<i>(Name of Subcontractor's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
<i>(Name of Subcontractor's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
TOTAL	<i>\$(dollars)</i>	<i>(1 to 99)</i>

* Based on a Maximum Cost Ceiling amount of *\$(dollars)*.

RFP - EXHIBIT D

AIR PERMIT CONDITIONS WITH SOURCE TESTING REQUIREMENTS



This document does not permit the holder to violate any BAAQMD regulation or any other law.

PERMIT EXPIRATION DATE

May 01, 2027



Owner Mailing Contact:

East Bay Municipal Utility District
PO BOX 24055
Oakland, CA 94623-1055
Attn: John Kyser



Facility ID: 591

East Bay Municipal Utility District
2020 Wake Avenue
Oakland, CA 94607-4607

Owning Entity:

East Bay Municipal Utility District



DEVICES

This document serves as your Permit to Operate the following:

S37

Multi-Fuel Cogeneration Engine #1

Diesel, Digester gas, Natural gas Internal Combustion Engine
Stationary, Prime
2980 BHP, Delaval, DGSR-46, 1985
Permitted

Authorized emissions flows from this device:

S37 (Combustion /Internal Combustion Engine /Prime) --> P37 (Emission Point 37)

S38

Multi-Fuel Cogeneration Engine #2

Diesel, Digester gas, Natural gas Internal Combustion Engine
Stationary, Prime
2980 BHP, Delaval, DGSR-46, 1985
Permitted

Authorized emissions flows from this device:

S38 (Combustion /Internal Combustion Engine /Prime) --> P38 (Emission Point 38)

S39

Multi-Fuel Cogeneration Engine #3

Diesel, Digester gas, Natural gas Internal Combustion Engine
Stationary, Prime
2980 BHP, Delaval, DGSR-46, 1985
Permitted

Authorized emissions flows from this device:

S39 (Combustion /Internal Combustion Engine /Prime) --> P39 (Emission Point 39)

S43

Wet Weather Primary Sludge Thickeners (2)

Waste Water Treatment / Sludge Handling Process
Permitted

S45

Aerated Grit Tanks (8)

Waste Water Treatment / Preliminary Treatment
Permitted



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PERMIT EXPIRATION DATE

May 01, 2027

S47 Scum Thickening Building (Scum Thickening Bldg)

Waste Water Treatment / Sludge Handling Process
Permitted

S48 Service Station G9008 (GDF #9008) - Non-Retail GDF

Gasoline Dispensing Operation

Tank Information:

3000 Gallon Aboveground Tank w/ Gasoline - unleaded

Phase I Vapor Recovery Type: Morrison Brothers EVR w/ SLC (VR-402)

Phase II Vapor Recovery Type: Balance AST EVR Phase II w/Hirt VCS 100-2 Processor (VR-501)

1000 Gallon Tank w/ Diesel

Phase I Vapor Recovery Type: None-Exempt Material

Phase II Vapor Recovery Type: None-Exempt Material

Nozzle Information:

4 Gasoline - Single Product

4 Diesel

Permitted

S53 Emergency Standby Generator Set (Admin. Bldg)

Diesel Internal Combustion Engine

Stationary, Emergency Standby

277 BHP, Cummins, 6CTA8.3-G, Before 1996

Permitted

S54 Backup Generator Set, East Bayshore Recycled Water Facility

Diesel Internal Combustion Engine

Stationary, Emergency Standby

1114 BHP, Caterpillar Inc, 3412B, 2005 (5CPXL27.0MRS)

Permitted

Authorized emissions flows from this device:

S54 (Combustion /Internal Combustion Engine /Emergency Standby) --> P54 (Emission Point 54)

S55 Hot Water Boiler, W28-HHW-BLR-001

Combustion / Boiler/Heater / Commercial/Institutional; Process Heat, 20.46 MMBTU/Hr, Digester gas

Permitted

Authorized emissions flows from this device:

S55 (Combustion /Boiler/Heater /Commercial/Institutional) --> P55 (Emission Point 55)

S56 Digester Gas Turbine #1

Combustion / Turbine / Co-generation; 45.4 MMBTU/Hr Co-generation, Digester gas

Permitted

Authorized emissions flows from this device:

S56 (Combustion /Turbine /Co-generation) --> P56 (Emission Point 56)



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S140 Secondary Clarifiers;12 clarifiers,(mixed liquor)Influent;Chlor Effluent Channel

Waste Water Treatment / Secondary Clarifier
Permitted

S160 Disinfection;Chlorination Contact Tanks,nonducted,effluent chnl,Dechlorination Area

Waste Water Treatment / Disinfection
Permitted

S170 Sludge Handling, 3 WAS GBTs, 5 Dewatering Centrifuges

Waste Water Treatment / Sludge Handling Process
Permitted

Authorized emissions flows from this device:

S170 (Waste Water Treatment /Sludge Handling Process) --> A7 (Particulate Control /Water Spray) --> P7 (Emission Point 7)

S171 Fats, Oils, Grease (FOG) Receiving Station

Chemical Process / Other Chemical Process / Other
Exempt

Authorized emissions flows from this device:

S171 (Chemical Process /Other Chemical Process /Other) --> A12 (Other Abatement Device /Other Abatement Control Process) --> P12 (Emission Point 12)

S172 Pre-Digestion Blend Tanks

Waste Water Treatment / Sludge Handling Process
Permitted

Authorized emissions flows from this device:

S172 (Waste Water Treatment /Sludge Handling Process) --> A9 (Other Abatement Device /Other Abatement Control Process) --> A10 (Other Abatement Device /Other Abatement Control Process) --> A11 (Organic Control /Adsorption /Activated Carbon/Charcoal) --> P11 (Emission Point 11)

S180 Anaerobic Digesters (11); Covers: 8 Fixed, 3 Membrane

Waste Water Treatment / Digester
Permitted

Authorized emissions flows from this device:

S180 (Waste Water Treatment /Digester) --> S37 (Combustion /Internal Combustion Engine /Prime) --> P37 (Emission Point 37)

S463 Portable Prime Diesel Engine

Diesel Internal Combustion Engine
Off-Site Portable, Prime
115 BHP, John Deere, 4045HF285, 2010 (AJDXL06.8117)
Permitted

Authorized emissions flows from this device:

S463 (Combustion /Internal Combustion Engine /Prime) --> P465 (Emission Point 465)



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PERMIT EXPIRATION DATE

May 01, 2027

S464 **Portable Prime Diesel Engine**
Diesel Internal Combustion Engine
Off-Site Portable, Prime
78 BHP, Deutz, D914L04, 2010
Permitted

Authorized emissions flows from this device:
S464 (Combustion /Internal Combustion Engine /Prime) --> P466 (Emission Point 466)

A190 **Digester Gas Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

A191 **Digester Gas Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

A192 **Digester Gas Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

A193 **Digester Gas Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

A194 **Digester Gas Enclosed Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

A195 **Digester Gas Enclosed Flare**
Organic Control / Flare
Permitted

Authorized emissions flows from this device:

The following pollution abatement devices are required under this Permit:



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PERMIT EXPIRATION DATE

May 01, 2027

S37	Subject to Condition #:	18860, 20651
S38	Subject to Condition #:	18860, 20651
S39	Subject to Condition #:	18860, 20651
S43	Subject to Condition #:	2409
S45	Subject to Condition #:	2409
S47	Subject to Condition #:	2409
S48	Subject to Condition #:	23006, 26550, 100074
S53	Subject to Condition #:	22830
S54	Subject to Condition #:	22850
S55	Subject to Condition #:	18860, 20651
S56	Subject to Condition #:	18860, 24050
S58	Subject to Condition #:	22850
S59	Subject to Condition #:	22850
S60	Subject to Condition #:	22850
S100	Subject to Condition #:	21759
S110	Subject to Condition #:	17335
S170	Subject to Condition #:	18006
S172	Subject to Condition #:	25919
S180	Subject to Condition #:	18860
S463	Subject to Condition #:	25762
S464	Subject to Condition #:	25762

Condition #: 2409 S43, S45, S47

S-43, Wet Weather Primary Sludge Thickeners
S-45, Aerated Grit Tanks
S-47, Scum Thickening Building

*1. If the District receives more than five confirmed odor complaints within one month, the EBMUD shall take immediate action to remedy the odor problem.
(Basis: BAAQMD Regulation 2-1-403)



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PERMIT EXPIRATION DATE

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To demonstrate compliance with the above parts, EBMUD shall keep and maintain the following records in a District approved log: (Basis: Regulation 2-6-409.2)

- a. Records of all inspections and all maintenance work on A-7 and A-8. Records of each inspection shall consist of a log containing the date of inspection and the initials of the personnel that inspected A-7 and/or A-8.
- b. Records noting the occurrence and duration of any malfunction of A-7 or A-8, including the date, the suspected cause of the malfunction, and any action taken to restore normal operation.
- c. All records shall be retained on-site for 5 years from the date of entry, and made available for inspection by District staff upon request. These recordkeeping requirements shall not replace the recordkeeping requirements contained in any applicable District Regulations.

Condition #: 18860 S37, S38, S39, S55, S56, S180

S-180, Anaerobic Digesters

Any condition that is preceded by an asterisk is not federally enforceable.

1. Emissions from S-180 shall be abated at all times by combustion at any or all of the following sources:
S-37, S-38, S-39, S-55, and S-56, except as specified in Part 2. (Basis: Regulations 1-301, 8-2-301) 2. Emissions from S-180 shall be abated by any of the following: A-190, A-191, A-192, A-193, A-194, or A-195 only when required as a result of gas production exceeding available combustion capacity, equipment testing, or emergency conditions. Fugitive or short term unavoidable and incidental emissions of digester gas related to inherent digester design limitations, safety considerations or operational testing shall not be considered a violation of this part. Inherent design limitations or standard operation and maintenance activities where incidental emissions of digester gas could be expected to include (but are not limited to) the following: a. Deleted Application 30853 b. Manual draining of condensate from digester gas piping. c. Removing a digester or digester gas component from service. d. Collecting digester sludge samples through thief holes on digester covers. e. Digester gas diffusion through the membrane. If detected and known, the occurrence, duration and cause of all emissions of digester gas other than those due to inherent digester design limitations or standard operation and maintenance shall be recorded. The Permit Holder shall perform and

March 27, 2026

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PERMIT EXPIRATION DATE

May 01, 2027

record the results of a monthly visual inspection of each digester tank. Notwithstanding the above, the Permit Holder shall not cause or allow any of the above fugitive or incidental emissions to create a violation of any District Regulation. (Basis: Cumulative Increase and Regulations 1-301 and 2-5-302)

2. Digester gas total sulfur content shall not exceed 200 ppmv on an annual basis. (Basis: RACT, BACT) 4. The combined digester gas flow rate to the combustion sources shall not exceed 3,400 scfm as an annual average. In order to demonstrate compliance with this part, the owner/operator shall calculate and record, on a monthly basis, the maximum daily, total monthly, and rolling 12 month heat input to each combustion source. (Basis: Cumulative Increase, Regulation 2-1-301) 5. The combustion zone temperature of A-194 and A-195 shall be maintained at a minimum of 1,200 degrees F, except upon startup where a 15 minute warm up period is allowed, and maintain a residence time of at least 0.6 seconds. The District may adjust this minimum temperature, if source test data demonstrates that an alternate temperature is necessary for or capable of maintaining compliance with Parts 9 and 10. (Basis: Regulation 2-1-403, BACT/TBACT, Cumulative Increase) 6. The owner/operator of A-194 and A-195 shall install a District approved flowmeter to ensure the combined dry gas flow rate does not exceed 3,000 cfm over a one hour period to the abatement devices. (Basis: Cumulative Increase)

7. The owner/operator shall ensure that an initial Air District approved source test is conducted within 60 days of initial startup of A-194 and A-195. Additional source testing shall be conducted on A-194 and A-195 every 8,760 hours of operation or 5 years, whichever comes first. The source test shall determine the following: a. Digester gas flow rate to each flare (dry basis); b. Concentrations (dry basis) of carbon dioxide (CO₂), nitrogen (N₂), oxygen (O₂), methane (CH₄), hydrogen sulfide (H₂S) and total non-methane organic compounds (NMOC) in the digester gas; c. Stack gas flow rate from each flare (dry basis); d. Concentration (dry basis) of CH₄, NMOC, NO_x, CO, and O₂ in the stack gas for each flare; e. The NMOC, methane, and hydrogen sulfide destruction efficiencies achieved by each flare; and f. The average combustion temperature for each flare during the test period.

The Source Test Section of the District shall be contacted to obtain approval of the source test procedures at least 14 days in advance of each source test. The Source Test Section shall be notified of the scheduled test date at least 7 days in advance of each source test. The source test report shall be submitted to the Compliance and Enforcement Division and to the Source Test Section within 60 days of the test date. (Basis: Cumulative Increase, Regulation 2-1-301, 9-1-302)

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PERMIT EXPIRATION DATE

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8. In order to demonstrate compliance with the above conditions, the owner/operator shall maintain the following records in a District approved logbook or other electronic record: a. Record the operating times and the combined digester gas flow rate to A-194 and A-195 on a daily basis.

Summarize these records on a monthly basis. b. Maintain continuous records of the combustion zone temperature for A-194 and A-195 during all hours of operation. c. Maintain records of all test dates and the test results performed to demonstrate compliance with Parts 3, 4, and 5 above and any applicable rule or regulation.

All records shall be maintained on site or shall be made readily available to the District staff upon request for a period of at least 5 years from the date of entry. These record keeping requirements do not replace the record keeping requirements contained in any applicable rules or regulations.

(Basis: Cumulative Increase, 2-1-301, 9-1-302) 9.

The owner/operator shall ensure that the emissions of Nitrogen Oxides (NO_x) from A-194 and A-195 do not exceed 0.12 pounds per million BTU (calculated as NO₂). (Basis: RACT)

10. The owner/operator shall ensure that the emissions of Carbon Monoxide (CO) from A-194 and A-195 do not exceed 0.2 pounds per million BTU.

(Basis: RACT) 11. *a. The owner/operator shall ensure that the emissions of Hydrogen Sulfide (H₂S) from A-194 and A-195 do not exceed 0.032 pounds per hour.

*b. The owner/operator shall ensure that no more than 0.70 lb H₂S/hr is released through the PV valves at the digesters, S180.

(Basis: Regulation 9-2)

12. The Permit Holder shall demonstrate compliance with the above limits in part 3 and part 11 by conducting daily sampling and testing of the digester gas according to any of the following methodologies (Basis: Regulation 1-441, 40 CFR 60.4360) a. Draeger Tube Test Method: A Draeger Tube test or a meter using a Draeger H₂S sensor, Part No 680910, or equivalent, demonstrating an H₂S level up to 200 ppmv shall demonstrate compliance with the above limit. An H₂S measurement by Draeger Tube exceeding 200 ppmv shall not be deemed a violation but shall trigger a requirement to demonstrate compliance using either of the following methods b or c. (Basis: Regulation 1-441) b. Portable Instrument Method: A Draeger PAC-III (or equivalent) portable meter with a hydrogen sulfide sensor capable of measuring over 800 ppmv hydrogen sulfide. In the event that sulfide levels exceed 800 ppm, the Permit Holder shall commence to perform a source test using method c, as follows.

(Basis: Regulation 1-441) c. Chromatographic Method: The Permit Holder may sample and test for sulfides according to BAAQMD Lab Method 44A (Manual of Procedures, Volume III), or by ASTM Method 5504, or by any other equivalent method, approved in advance

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PERMIT EXPIRATION DATE

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by the APCO. An application for a change of condition to allow an alternative method for sampling and testing of the digester gas for sulfides shall be handled as a minor revision to the Title V Permit. (Basis: Regulation 1-441) d. Analyzer Method: An analyzer conforming to ASTM D4084-82 or ASTM D4468-85 capable of reading hydrogen sulfide levels from 0-500ppm. (Basis: 40 CFR 60.4360) e. *The owner/operator shall ensure compliance with the PV valve limit in part 11 by calculating emissions during any release using the current H₂S concentration and the duration. (Basis: Regulation 9-2)

13. The permit holder shall record the dates, hours of use, and purpose of flaring in a District-approved logbook, when any of the flares are used. (Basis: Regulation 2-6-409.2)

14. Deleted Amendment to Application 26687, April 2019.

15. Deleted Amendment to Application 26687, April 2020.

Condition #: 20651 S37, S38, S39, S55

S-37, Multi-Fuel Cogeneration Engine #1

S-38, Multi-Fuel Cogeneration Engine #2

S-39, Multi-Fuel Cogeneration Engine #3

S-55, Hot Water Boiler, Digester Gas Fired

Conditions for S-55 Hot Water Boiler (Parts 1-5)

1. Boiler S-55 shall be fired only on sewage sludge digester gas. (Basis: Cumulative Increase)
2. S-55 hot water boiler shall not be operated when more than two of the three cogeneration engines S-37, S-38, or S-39 are operating. (Basis: Cumulative Increase)
3. Boiler Gross Heat input:
 - a. Deleted 7-2008 (AN 17749).
 - b. S-55: Not to exceed 20.41 million Btu/hr. (Basis: Cumulative Increase)
4. Deleted 7-2008 (AN 17749).
5. NO_x and CO emissions from boiler S-55 shall not exceed 30 and 50 ppm, respectively, at 3% oxygen, dry basis. (Basis: BACT)

Conditions Specific to Cogeneration Engine S-38
(Parts 6-9)

6. NO_x emissions, calculated as NO₂, shall not exceed 1.25 g/hp-hr, except during transient periods or in the event of catastrophic damage to the natural gas fuel supply, when the engine may be fired solely on diesel fuel.



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If a source test demonstrates nitrogen oxide emissions greater than 1.0 g/hp-hr, but less than 1.25 g/hp-hr, the owner or operator shall either conduct a second source test to verify the results of the first test, or shut down the engine for necessary maintenance. In the event the retest confirms an emission level greater than 1.0 g/hp-hr, the owner or operator shall immediately shut down the engine for maintenance. (Basis: BACT)

7. The total POC emissions from S-38 shall not exceed 0.6 g/hp-hr, except during transient periods or in the event of catastrophic damage to the natural gas fuel supply, when the engine may be fired solely on diesel fuel.. (Basis: BACT)
8. The total CO emissions from S-38 shall not exceed 3.0 g/hp-hr, except during transient periods or in the event of catastrophic damage to the natural gas fuel supply, when the engine may be fired solely on diesel fuel. (Basis: BACT)
9. Filterable particulate emissions from S-38 shall not exceed 0.085 g/hp-hr, except during transient periods or in the event of catastrophic damage to the natural gas fuel supply, when the engine may be fired solely on diesel fuel. (Basis: BACT)

Conditions Specific to Engines S-37 and S-39 (Parts 10-11)

10. The total nitrogen oxide emissions from each of the engines, S-37 and S-39, shall not exceed 70 ppmvd @ 15% Oxygen. (Basis: Regulation 9-8-302)
11. CO emissions from each of the engines, S-37 and S-39, shall not exceed 2000 ppmvd @ 15% oxygen. (Basis: Regulation 9-8-302)

Conditions Specific to Engines S-37, S-38, S-39 (Parts 12-15)

12. Cogeneration engines S-37, S-38, and S-39 shall be fired on sewage sludge digester gas, natural gas, or a blend of the two fuels, with a diesel pilot fuel. The engines may be fired solely on diesel fuel only during transient or emergency periods as defined below. (Basis: Cumulative Increase)

Transient Periods are defined as any of the following:

- a. Engine startup and/or engine shutdown.
- b. Post overhaul break-in periods.
- c. Preventative maintenance periods to prevent injector fouling as per engine manufacturer recommendations.

Emergencies are defined as loss of electrical power to the plant combined with a catastrophic damage to or interruption of the natural gas or digester gas fuel supplies to the extent that the engines are unable to continue operation.

13. Total thermal throughput shall not exceed 25 million Btu/hr (HHV basis) per engine.

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(Basis: Cumulative Increase)

14. Total combined hours of operation of engines S-37, S-38, and S-39 shall not exceed 25,316 hours in any rolling 365 day period. (Basis: Cumulative Increase)
15. The total diesel fuel fed to engines S-37, S-38, and S-39 combined shall not exceed 150,000 gallons in any rolling 365 day period. (Basis: Cumulative Increase)
16. Deleted 7-2008 (AN 17749).
17. Deleted 10-2006
18. To demonstrate compliance with the above conditions, the Permit Holder shall maintain the following records and provide all of the data necessary to evaluate compliance with the above conditions, including the following information:
 - a. Daily records of the hours of operation of engines S-37, S-38, S-39 and boiler S-55.
 - b. Total digester gas, natural gas, and/or diesel consumption for the engines and boiler S-55.
 - c. Records of hours of operation of the engines during transient periods with an explanation of the nature of the transient period.
19. The owner/operator shall ensure that an annual performance test is conducted on each engine and the boiler S-55, in accordance with the District test procedures to demonstrate compliance with the applicable emission limits given above. The owner/operator may submit an alternative monitoring plan to the District for approval. If the alternative monitoring plan is approved, the plan shall supersede the annual source test requirement. Approvals shall be processed using the permit modification procedure contained in Regulation 2, Rule 6. (Basis: Regulation 2-6-409.2)
20. Records associated with the above requirements shall be maintained for a period of at least 5 years from the date of the inspection or test and be available for review by District personnel upon request. (Basis: Regulation 2-6-501)

Condition #: 21759 S100

S-100, Municipal Wastewater Treatment Plant

1. Flowrate

Total wastewater flow shall not exceed 120 million gallons per day on a calendar month average during dry weather periods or 325 million gallons per day on a calendar month average during wet weather periods. For the purposes of this limit, wet weather is defined as the months from October through May.

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"School" or "School Grounds" means any public or private school used for the purposes of the education of more than 12 children in kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in a private home(s). "School" or "School Grounds" includes any building or structure, athletic field, or other areas of school property but does not include unimproved school property.

[Basis: Title 17, California Code of Regulations, section 93115, ATCM for Stationary CI Engines]

Condition #: 23006 S48

Pursuant to BAAQMD Toxic Section Policy, this facility's annual gasoline throughput shall not exceed 150,000 gallons in any consecutive 12 month period.

Condition #: 24050 S56

S-56 Digester Gas Turbine #1, Solar Mercury 50 ultra-lean premix, recuperative 4.5 MW, 44.5 MM Btu/hr HHV

1. Gas turbine, S-56, shall be fired only on S-190 digester gas. (Basis: Cumulative Increase)
2. Total combined heat input to S-56 Gas Turbine shall not exceed 389,820 MM BTU (HHV) during any consecutive 12-month period. Until 12-months of operation is reached, the turbine shall be limited to the above BTU limit prorated for the number of months of operation. (Basis: Cumulative Increase)
3. Nitrogen Oxide (NO_x) emissions, calculated as NO₂, from source S-56 shall not exceed 23 ppm (15-minute average), corrected to 15% oxygen and shall not exceed 34,400 pounds per turbine during any consecutive 12-month period. Until 12 months of operation is reached, each turbine shall be limited to the above mass limit prorated for the number of months of operation. These limits are applicable during steady state turbine operation and are not applicable during normal transient periods of startup, shutdown, and turbine commissioning. (Basis: BACT, Offsets, and Cumulative Increase)
4. Carbon Monoxide (CO) emissions during normal turbine operation, from source S-56 shall not exceed 100 ppm (15-minute average), corrected to 15% oxygen and shall not exceed 92,200 pounds per turbine during any consecutive 12-month period. Until 12 months of operation is reached, each turbine shall be limited to the above mass limit prorated for the number of months of operation. These limits are applicable during steady state turbine operation and are not applicable during

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normal transient periods of startup, shutdown, and turbine commissioning. (Basis: BACT and Cumulative Increase)

5. Sulfur Dioxide (SO₂) emissions from the gas turbine shall not exceed 150 ppmv, dry, corrected to 15% oxygen. The owner or operator may demonstrate compliance with this part by analyzing the exhaust gas from the turbine or by calculating the SO₂ concentration by mass balance based on the digester gas TRS concentration. The owner or operator shall determine and record the turbine SO₂ exhaust concentration at least one time every calendar month. (Basis: 40 CFR Part 60 Subpart GG Section 60.333)
6. The owner or operator shall install and maintain District-approved totalizing digester gas fuel meters on each turbine. (Basis: Cumulative Increase)

7. To demonstrate initial compliance with parts 3, 4, and 5, above, the owner or operator shall, within 60 days of initial startup and annually thereafter perform a District-approved compliance source test at multiple loads as specified in 40 CFR 60.335, as applicable. The sample port design and locations shall be approved by the District Source Test Section prior to installation. The annual test shall be performed at a frequency of no sooner than 9 months and no later than 12 months after the previous source test. The annual source test shall be used to determine the following:
 - a. Digester gas flow rate to each turbine (dry basis).
 - b. Digester gas concentrations (dry basis) of carbon dioxide (CO₂), methane, total non-methane organic compounds (NMOC).
 - c. Exhaust gas flow rate from each gas turbine (dry basis).
 - d. Exhaust gas concentrations (dry basis) of NO_x, CO, NMOC, and O₂ in the stack gas.The source test report shall provide the emissions results for NO_x, CO and NMOC in the following units: ppmv, dry, corrected to 15% oxygen; pounds/hour; pounds/MM BTU heat input (HHV basis), pounds/year (prorated with actual fuel usage). The source test protocol shall be provided for Source Test Section review at least 14 days in advance of the source test date. The Source Test Section shall be notified of the scheduled test date at least 7 days in advance of each source test. The source test report shall be submitted to the Compliance and Enforcement Division and the Source Test Section within 60 days of the test date. (Basis: Cumulative Increase, BACT, Regulation 9-9-301.1, and 40 CFR 60.332(a))

8. To demonstrate ongoing compliance with Parts 3 and 4, above, the owner/operator shall measure and record the 15 minute average concentrations of NO_x and CO, corrected to 15% oxygen, dry, from each operating turbine by testing the flue gas with a District-approved hand-held analyzer. This testing shall be performed at a frequency of at least one time per calendar month. When the owner/operator is conducting a single analytic event in a calendar month, the interval between subsequent

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tests shall be at least 25 days and not more than 35 days. The emissions of NO_x and CO shall be determined by mass balance using the analytic test results in conjunction with the turbine flue gas flow rate. When actual flue gas rate measurements are not available, the owner/operator shall assume 19.94 dscf flue gas per dscf digester gas, corrected to 15% oxygen, dry basis. (Basis: Cumulative Increase)

When the owner/operator is conducting multiple tests of NO_x, CO and O₂ emissions, the monthly (15 minute average) concentrations of NO_x and CO shall be determined by averaging the results of the test measurements taken during the course of the month. When actual flue gas flow measurements are not available, the owner/operator shall assume 19.94 dscf flue gas per dscf digester gas, corrected to 15% oxygen, dry basis. (Basis: Cumulative Increase)

9. The owner or operator shall sample, test, and record the digester gas BTU content at least one time per calendar week during turbine operation. If 6 months of data testing indicates digester gas BTU content is within plus or minus 5% of the average, the sampling/testing frequency may be decreased to one time per calendar month, with successive monthly sample dates at least 2 weeks apart. (Basis: Cumulative Increase)
10. The owner or operator shall maintain records and provide all the data necessary to demonstrate compliance with the above parts, including the following information. (Basis: Regulation 1-441)
 - a. Monthly records of the quantity of digester gas (thousand scf) burned at each turbine.
 - b. Monthly records of the total thermal input in BTU.
 - c. Records of all NO_x and CO measurements (ppmvd, at 15% oxygen, and calculated pounds/yr, as applicable) as well as all annual source test results.
 - d. All records shall be retained on-site for five years from the date of entry, and made available for inspection by District staff upon request.These recordkeeping requirements do not replace the recordkeeping requirements contained in any applicable District Regulations.

Condition #: 25762 S463, S464

Condition #25768
S-463 Portable Prime Diesel Engine and
S-464 Portable Prime Diesel Engine

1. The owner/operator of the portable prime diesel fueled engines (S-463 and S-464) has been issued permits for portable sources (also known as nonroad engines by federal definitions) that are subject to Regulation 2-1-220 and the CARB ATCM for diesel PM from portable engines. Based on this portable source and nonroad engine determinations, the engine is not subject to the



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Owner Mailing Contact:

00001



East Bay Municipal Utility District
375 11th Street
MS 704
Oakland, CA 94607-4607
Attn: Drew Lerer



Facility ID: 11189

East Bay Municipal Utility District
5211 La Honda Road
El Sobrante, CA 94803-4803

ECS - Received

Owning Entity:

East Bay Municipal Utility District

MAR 02 2026



DEVICES

This document serves as your Permit to Operate the following:

S2 Emergency Standby Diesel Generator Set

Diesel Internal Combustion Engine
Stationary, Emergency Standby
2923 BHP, Mitsubishi, S16R-Y2PTAW2-1, 2019
Permitted

Authorized emissions flows from this device:

S2 (Combustion /Internal Combustion Engine /Emergency Standby) --> A2 (NOx Control /Selective Catalytic Reduction (SCR)) --> A3 (Diesel Particulate Control /Diesel Particulate Filter) --> P2 (Emission Point 2)

The following pollution abatement devices are required under this Permit:

A2	NOx Control / Selective Catalytic Reduction (SCR)
A3	Diesel Particulate Control / Diesel Particulate Filter

The operating parameters described above are based on information supplied by the permit holder and may differ from the limits set forth in the attached conditions of this Permit To Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of BAAQMD and is subject to enforcement action.



PERMIT CONDITIONS

The devices described in this document are subject to the following permit conditions:

S2 Subject to Condition #: **22850, 27785**

Condition #: 22850 S2

1. The owner/operator shall not exceed 50 hours per year per engine for reliability-related testing.
[Basis: Title 17, California Code of Regulations, section 93115, ATCM for Stationary CI Engines]
2. The owner/operator shall operate each emergency

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standby engine only for the following purposes:
to mitigate emergency conditions, for emission
testing to demonstrate compliance with a
District, State or Federal emission limit, or
for reliability-related activities (maintenance
and other testing, but excluding emission
testing). Operating while mitigating emergency
conditions or while emission testing to show
compliance with District, State or Federal
emission limits is not limited.

[Basis: Title 17, California Code of
Regulations, section 93115, ATCM for Stationary
CI Engines]

3. The owner/operator shall operate each emergency
standby engine only when a non-resettable
totalizing meter (with a minimum display
capability of 9,999 hours) that measures the
hours of operation for the engine is installed,
operated and properly maintained.

[Basis: Title 17, California Code of
Regulations, section 93115, ATCM for Stationary
CI Engines]

4. Records: The owner/operator shall maintain the
following monthly records in a District-
approved log for at least 36 months from the
date of entry (60 months if the facility has
been issued a Title V Major Facility Review
Permit or a Synthetic Minor Operating Permit).
Log entries shall be retained on-site, either
at a central location or at the engine's
location, and made immediately available to the
District staff upon request.

- a. Hours of operation for reliability-related
activities (maintenance and testing).
- b. Hours of operation for emission testing to
show compliance with emission limits.
- c. Hours of operation (emergency).
- d. For each emergency, the nature of the
emergency condition.

- e. Fuel usage for each engine(s).

[Basis: Title 17, California Code of
Regulations, section 93115, ATCM for Stationary
CI Engines]

5. At School and Near-School Operation:

If the emergency standby engine is located on
school grounds or within 500 feet of any school
grounds, the following requirements shall
apply:

The owner/operator shall not operate each
stationary emergency standby diesel-fueled
engine for non-emergency use, including
maintenance and testing, during the following
periods:

- a. Whenever there is a school sponsored
activity (if the engine is located on school
grounds)
- b. Between 7:30 a.m. and 3:30 p.m. on days when
school is in session.

"School" or "School Grounds" means any public
or private school used for the purposes of the
education of more than 12 children in





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kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in a private home(s). "School" or "School Grounds" includes any building or structure, athletic field, or other areas of school property but does not include unimproved school property.

[Basis: Title 17, California Code of Regulations, section 93115, ATCM for Stationary CI Engines]

Condition #: 27785 S2

Tier 2 Engines, equipped with add-on SCR and DPF; ST for NOx/CO and POC

1. The owner/operator shall ensure the engine is abated at all times of operation by an approved Selective Catalytic Reduction (SCR) System and Diesel Particulate Filter (DPF) equipped with a backpressure monitor or other approved Diesel Exhaust Particulate Matter Abatement System. The engine, SCR System, and DPF with backpressure monitor or other approved system shall be installed, maintained, and operated in accordance with the manufacturer specifications and/or best modern practices.
[Basis: Cumulative Increase, Title 17 CCR Section 93115.6(a)(3), 40 CFR 1039.101, BACT, TBACT]
2. The owner/operator shall take all corrective actions recommended by the manufacturer in response to backpressure monitor notifications.
[Basis: Cumulative Increase, Title 17 CCR Section 93115.6(a)(3), 40 CFR 1039.101, BACT, TBACT]
3. The owner/operator shall ensure urea injection commences as soon as the SCR catalyst bed reaches minimum operating temperature as specified by the manufacturer.
[Basis: Cumulative Increase, Title 17 CCR Section 93115.6(a)(3), 40 CFR 1039.101, BACT, TBACT]
4. The owner/operator shall ensure engine emissions do not exceed an ammonia (NH₃) slip of 10 ppmv, dry @ 15% O₂ from the SCR system. If deemed necessary to demonstrate compliance with Regulation 2, Rule 5, the Air District may require a source test to determine compliance with this emission limit.
[Basis: Regulation 2, Rule 5]
5. The owner/operator shall ensure engine emissions do not exceed the following limits:
NOx: 0.50 g/bhp-hour





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POC: 0.14 g/bhp-hour
CO: 2.60 g/bhp-hour
PM: 0.02 g/bhp-hour
[Basis: BACT and Cumulative Increase]

6. To demonstrate compliance with Part 5, the owner/operator shall conduct an initial Air District-approved source test within 60 days of startup and once every three years thereafter at the normal or expected load during emergency operation using Air District approved source test methods. The owner/operator shall document urea usage (gallons per minute) and average kW during all tests, preferable as digital records. The owner/operator shall submit the source test results to the Air District's Source Test Section no later than 60 days after source test completion.

[Basis: BACT and Cumulative Increase]

7. The owner/operator shall comply with all applicable testing, sampling port location and safe access requirements as specified in Volume IV of the Air District's Manual of Procedures. The owner/operator shall notify the Air District's Source Test Section, in writing, of the source test protocols, sampling port locations, layout, access and projected test dates at least 30 days prior to testing. The following test methods shall be used for each pollutant:

PM(filterable) EPA Method 5 or Air District-approved equivalent
NOx EPA Method 7E or Air District-approved equivalent
POC EPA Method 25A and EPA Method 18 or Air District-approved equivalent
CO EPA Method 10 or Air District-approved equivalent.

[Basis: Regulation 2-1-403]

8. To determine compliance with the above conditions, the owner/operator shall maintain the following records in a Air District-approved log and shall make these records available to Air District staff upon request. All records shall be retained for at least 36 months from the date of entry (60 months if the facility has been issued a Title V Major Facility Review Permit or Synthetic Minor Operating Permit). These recordkeeping requirements shall not replace the recordkeeping requirements contained in any applicable Air District or state regulations.

- Source Test Notifications
- All source test reports
- Engine serial number and source number for each source test
- Engine load percentage
- Engine, SCR, and DPF maintenance records
- SCR system owner's manual or manufacturer's



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- specifications
 - g. DPF owner's manual or manufacturer's specifications
 - h. All backpressure and corrective actions
 - i. SCR urea injection rate (gpm)
- [Basis: BACT, Cumulative Increase, Recordkeeping]

END OF CONDITIONS



IMPLIED CONDITIONS

Unless your specific permit conditions state otherwise, the throughputs, fuel and material consumptions, capacities and hours of operation described in your permit application will be considered maximum allowable limits.

A new permit will be required before any increase in parameters, such as throughputs, fuel and material consumption, capacities, and hours of operation, or change in materials, equipment or permit conditions may be made.



RIGHT OF ACCESS

In accordance with Regulation 1-440, BAAQMD shall be granted the right of access to any premises on which an air pollution source is located for the purposes of:

- a) The inspection of the source,
- b) The sampling of materials used at the source,
- c) The conduct of an emission source test, and
- d) The inspection of any records required by BAAQMD rule or permit condition



REGULATORY COMPLIANCE

This Permit To Operate does not authorize violations of the rules and regulations of BAAQMD (may be viewed at www.baaqmd.gov), California or Federal law. Compliance with conditions in this permit does not mean that the permit holder is currently in compliance with BAAQMD Rules and Regulations. It is the responsibility of the permit holder to have knowledge of and be in compliance with all BAAQMD rules and regulations.