

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR PROPOSAL (RFP) No. PUR 096 for Diving and ROV Inspection Services

For complete information regarding this project, see RFP posted at <http://www.ebmud.com/business-opportunities> or contact the EBMUD representative listed below. Thank you for your interest!

Contact Person: Rosana Polanco, Buyer  
Phone Number: (510) 287-0458  
E-mail Address: [rpolanco@ebmud.com](mailto:rpolanco@ebmud.com)

Please note that prospective Proposers are responsible for reviewing <http://ebmud.com/business>, during the RFP process, for any published addenda regarding this RFP.

**RESPONSE DUE**  
by  
**4:00 p.m.**  
on  
**December 10, 2015**  
at  
**EBMUD, Purchasing Division**  
**375 Eleventh St., First Floor**  
**Oakland, CA 94607**



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

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

**RFP No. PUR 096**

**for**

**Diving and ROV Inspection Services**

## **TABLE OF CONTENTS**

### **I. STATEMENT OF WORK**

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS

### **II. CALENDAR OF EVENTS**

- A. PRE-BID SITE WALK

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

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. PROTESTS
- E. INVOICING

### **IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

## **ATTACHMENTS**

- EXHIBIT A- RFP RESPONSE PACKET
- EXHIBIT B- INSURANCE REQUIREMENTS
- EXHIBIT C - GENERAL REQUIREMENTS
- EXHIBIT D - INSPECTION AND MINOR REPAIR OF WATER SYSTEM FACILITIES
- EXHIBIT E - DIVER SERVICES IN WATER TREATMENT AND RAW WATER FACILITIES
- EXHIBIT F - PARDEE/CAMANCHE RESERVOIRS
- EXHIBIT G - WASTEWATER DIVING SERVICES
- EXHIBIT H - WATER TREATMENT PLANTS
- EXHIBIT I - RAW WATER RESERVOIRS
- EXHIBIT J - SERVICE AREA TANK TYPE RESERVOIRS
- EXHIBIT K - SERVICE AREA OPEN CUT RESERVOIRS
- EXHIBIT L - DISTRICT SUPPLY RESERVOIRS
- EXHIBIT M - Samples
  - 1. District Underwater Operations Permit
  - 2. Certificate of Liability Insurance
  - 3. Certificate of Workers' Compensation Insurance
  - 4. Certificate of Pollution Liability Insurance
  - 5. Certificate of Builder's Risk Insurance
  - 6. Subcontractor's Payment Report (P-047)
  - 7. Sample Comprehensive Inspection Report
  - 8. Sample Wastewater Report Outline

## I. STATEMENT OF WORK

### A. SCOPE

It is the intent of these specifications, terms, and conditions to describe various Diving and ROV Inspection Services at East Bay Municipal Utility District's (District) water and wastewater facilities as needed.

**This RFP will result in the creation of a list of qualified vendors by schedule, and jobs will be competed as they arise between these vendors.** This list will be good for a period of two-years beginning February 1, 2016, with three options to renew for one-year terms. The District intends to award multiple contracts for the services required and obtain quotes on a job by job basis. Interested vendors may respond to any or all of the various service needs. Award will be made based on contractor price, availability, schedule, and experience. The District reserves the right to aggregate jobs for cost and schedule efficiencies.

### 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 diving services for the number of years listed in each specification.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. Contractor shall have **and submit a copy with their bid** an active Class "A" license from the Contractors State License Board.

### C. SPECIFIC REQUIREMENTS

See Exhibits D, E, F, and G for specific requirements.

Bidder shall submit with its bid document, a sample dive plan, a sample safety plan, sample forms used to document service performed, a sample final report, **and sample DVDs and/or videotapes**. Bids submitted without the aforementioned may be rendered non-responsive.

## 1. OTHER PROJECT REQUIREMENTS

The Contractor's personnel and equipment will be allowed reasonable access to the work site during normal business hours, and a sufficient area of working space. Unless otherwise agreed by both parties, normal business hours shall include an eight-hour workday during the interval of 0700 and 1700 hours on Monday through Friday, and exclude work on weekends or District holidays. District holidays are the following:

New Year's Day  
Martin Luther King Jr.'s Birthday (third Monday in January)  
Lincoln's Birthday  
Washington's Birthday (third Monday in February)  
Cesar Chavez's Birthday  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day (first Monday in September)  
Admission Day  
Columbus Day (second Monday in October)  
Veteran's Day  
Thanksgiving Day and the following Friday  
Christmas Day

## 2. SITE SECURITY

The Contractor shall comply with the District's protocol for personnel identification, site access control, and contractor deliveries.

The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed, and who shall ensure that requirements of this section are met. This individual may be the superintendent.

For each day of on-site work, all Contractor, subcontractor and delivery personnel shall sign a daily sign-in log furnished by the District site manager. Each daily log shall include: individuals' full name, company and company phone number.

Personnel Identification and Badging. Contractor's personnel and all people associated with the work will be issued individual District photo identification badges that will be valid for the duration of the project, or until the end of the fiscal year, whichever is longer. If project duration exceeds one fiscal year, the Contractor shall submit a written request to the District for an extension of the validity of the badges.



The District will provide project specific identification badges for use by Contractor's staff and all persons associated with the work. There will be two types of identification badges required: (1) photographic identification badges for people who will work at the site more than 5 continuous days; and (2) generic temporary badges for those people who will only work at the site on an infrequent basis.

Contractor shall make arrangements for badging with the District Contact listed in Section IV.A. of this RFP to schedule a day for project personnel, including those of dive subcontractor, to report to either the Main Administration Building located at 375 Eleventh Street, Oakland, second floor, or the Wastewater Treatment Plant or Pardee, depending on where they will be working.

Badging hours are Tuesdays from 10:00-11:00 AM, and Wednesdays from 1:30-2:30 PM at the EBMUD Administration Building at 375 11th Street in Oakland, on the second floor. EBMUD Security Operations can also be contacted at 510-287-0892 for badging related questions.

Each individual to be badged shall bring proof of identification (e.g. driver's license), and shall submit to the District a legible photo copy of the personnel's current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States. These copies of identification shall be retained by the District for the duration of the project and will be returned to the contractor or shredded, at Contractor's discretion, once the project is completed and all materials between District and Contractor are closed out. The Contractor shall repeat this procedure on an as-needed basis when additional photographic identification badges are required.

Contractor shall keep a written record of the name, employer, and work telephone number of each person issued a photo identification badge. Lost or missing badges shall be reported immediately to the Engineer. A temporary badge will be issued until a replacement photographic identification badge is obtained from District. A cumulative list of lost or missing badges shall be kept by the Contractor and submitted to the Engineer upon request.

All project specific photographic identification badges shall be surrendered to the District no later than at the completion of the contract. The Contractor shall immediately surrender to the District the badges of any Contractor's employee that is reassigned to other sites or terminated during the project. The Contractor shall be responsible for collecting and returning the badges when they are no longer required.

The District will also issue badges at the each reservoir perimeter fence gate to delivery drivers and other temporary workers after reason for site visit is confirmed by the

Contractor and the individual has signed in with the District's security officer. The badges shall be returned to the District upon leaving the site.

All personnel associated with the work, except for any diver while wearing a dive suit, shall be required to wear a District-issued identification badge at all times while working at the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times.

Upon request, badges shall be shown to District's staff or security officers. Persons without badges shall be required to immediately leave the site unless the District's onsite representative or the Contractor's site security monitor can verify that the person is required on site.

For short term, unplanned or emergency access as determined by the Contractor and approved by the District, the Contractor's site superintendent shall verify the identity of the visitor to District's site manager. After sign-in, the visitor will be issued a badge. The visitor shall return his/her badge to the site manager upon leaving the site.

The Contractor agrees to notify the District immediately of any lost badge, so that the District can deactivate that badge.

The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.

Background Checks. Upon request and at no additional cost to the District, the Contractor shall provide such information as necessary and as allowed by law to complete a background check on any person that enters the site.

The District reserves the right to deny access to the site to any person as allowed by law.

Site Access Control. At the end of each workday, any gates, hatches, doors, windows, manways, exterior ladders, and all other means of access shall be secured, closed, and locked. Any alarmed system which is activated or disabled during the workday shall be tested through to the alarm monitoring station for proper actuation.

At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids.

The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license). All Contractor's trucks and drivers are subject to the same identification and search requirements.

At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project as determined by the Engineer.

Vehicle and Equipment Search. All vehicles and packages shall be subject to search by District designated security personnel or the Engineer. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on District property may be searched for items that may pose a threat to the facility or to personnel.

Photo Control. Contractor shall not distribute any project photographs, images or video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project. Contractor shall obtain the written consent of the Engineer prior to distribution of photographs, images or video to outside or third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.

### 3. REPORTING REQUIREMENTS

The contractor shall have the capability to record (with live narration) and photograph all diver activities. All diver inspection activities shall be recorded on DVD, and selected tank interior views shall be photographed, both above and below water level. The contractor shall provide an electronic album of numbered photos and a written report of the inspection results, with the report cross referenced to the photographs. DVDs must be clearly labeled with date and tank name. A separate DVD shall be provided for each dive. Each inspection report shall be furnished in Microsoft word electronic format, and shall contain a thorough discussion of the condition of the reservoir, with particular attention to interior elements and interior surfaces. All DVDs, photograph albums, and reports shall become the property of the District. A Sample Comprehensive Inspection Report is included in Exhibit M.

### 4. CHANGE ORDERS

Time and Materials Basis. For change order work performed on a time and materials basis, the direct costs of this additional work shall be determined as follows:

Labor cost shall include the prevailing wage direct hourly rate paid plus all additional hourly employer payments on behalf of the employee, including health and welfare, pension, vacation, holiday, and training, as shown on the certified payroll submittals.

Equipment costs for rented equipment shall be paid from invoices for the equipment rented for this project. For equipment owned by the Contractor, hourly rate shall be that given in the Caltrans Labor Surcharge and Equipment Rental Rates, current edition, if included in the Caltrans rates, and shall otherwise be negotiated. Contractor shall submit with its bid a list of equipment rates, both hourly and daily, as required on the Bidding Sheet.

Costs for materials shall be from actual project invoices.

Contractor shall maintain daily extra work records, showing all personnel and labor hours, equipment and equipment hours, and materials and quantities used in change order work each day. At the end of each working day, the Contractor and the District onsite representative shall review that day's daily extra work record and upon agreement shall sign that day's record, with a copy given to the District onsite representative.

Markups on direct costs shall be limited to the following: 15% for Contractor on its own work, 10% for Contractor on work performed by a Subcontractor and 15% for Subcontractor on its own work.

Negotiated Basis. For change order work negotiated at a fixed price, markups shall be identical to those for time and materials cost settlement given above.

The following items are not considered as part of the Contractor's base bid and so are regarded as extra work if they occur: (1) a boom lift required to access the roof of an above ground reservoir when a reservoir is not equipped with an exterior ladder, (2) a water truck for discharge of filtered reservoir cleaning water when the nearest manhole is more than 2200 feet from the Contractor's on-site water storage tanks, and (3) the differential cost between disposal of hazardous waste and nonhazardous waste should any solids removed during cleaning analyze as hazardous.

## 5. TERMINATION CLAUSE

This agreement may be terminated for convenience by the District by giving the Contractor written notice of not less than thirty (30) calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the services ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination by the District.

## II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	November 2, 2015	
Pre-Bid Site Walk	November 13, 2015 @ 10:00 AM (arrive by 9:45 AM at the entrance of Swainland Reservoir)	at: Swainland Reservoir 6275 Fairlane Dr. Oakland, CA
Addendum (if necessary)	November 20, 2015	
Response Due	December 10, 2015 by 4:00 p.m.	
Anticipated Contract Start Date	February 1, 2016	

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

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

### A. PRE-BID SITE WALK

A Pre-Bid site walk will be held to:

1. Allow the District to discuss the scope of the project and receive feedback.
2. Provide Proposers an opportunity to view a site, receive documents, ask questions, etc. necessary to respond to this RFP.

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

All prospective bidders for Diving and ROV Inspection Services are encouraged to participate in the site tour.

To participate, email the following information to Rosana Polanco at [rpolanco@ebmud.com](mailto:rpolanco@ebmud.com) by 12:00 Noon on November 12: Name, Company Name, Phone, and Fax Number. Due to security considerations, those who fail to register in advance for this tour shall not be admitted to the tour. Those arriving after the tour begins will not be admitted. A California Drivers' License or photo ID will be required for entry (NO EXCEPTIONS).

**NOTE: A pre-inspection site visit will be required for all projects.**

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

#### **A. RFP ACCEPTANCE AND AWARD**

1. The 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.
2. 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.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. 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 PO or contract that may be awarded as a result of this RFP.
5. Award of contract. The right is reserved to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of the District may require.

#### **B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals will be evaluated by a District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC 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 DSC.

The DSC 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 each 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 deemed of higher quality than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the District to finance this project).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
<b>B.</b>	<p><b>Relevant Experience:</b></p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Have the individuals assigned to the project been regularly engaged in the business of providing diving services for the number of years listed in each specification?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>
<b>C.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b></p> <p>If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
<b>D.</b>	<p><b>Oral Presentation and Interview:</b></p> <p>The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
<b>E.</b>	<p><b>Completeness of Response Packet:</b></p> <p>RFP responses will be evaluated against the RFP specifications and the</p>

	questions below: 1. Is there a Class A license from the Contractors State License Board? 2. Are the sample dive plan, safety plan, forms, final report and DVD/videotapes included?
<b>F.</b>	<b>Contract Equity Program:</b> Proposer shall be eligible for SBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.

### C. PRICING

Hourly and daily rates for all work shall include all costs as specified and shall be based on “on-site” time. The District will not make any separate payments for travel, or per diem, or for deliverable items such as written reports, videos, still photos, and narratives. The Contractor shall not be compensated for nonproductive time on site caused by the Contractor’s failure to bring or maintain equipment necessary for the work. Union rules and prevailing wage requirements stipulate 8 hour minimums, which are understood by the District.

The costs of rented equipment will be paid at the invoiced price plus a markup of 10%. The Contractor shall submit a copy of equipment rental invoice when applying for such payment.

The District shall not be responsible or make any payments for normal wear and tear or routine maintenance of Contractor equipment.

One hundred percent of the contract price of the service invoiced will be paid to the Contractor within thirty (30) days following performance, receipt and acceptance of inspection deliverables, and receipt of correct invoice, unless specific payment terms are offered on the Bidding Sheet. The Contractor will be paid four (4) hours at the quoted straight time on the Bidding Sheet, if the District does not provide a 24-hour cancellation notice.

If a diving service is cancelled due to reasons on behalf of the Contractor, the District will not make any payment.

#### 1. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.



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

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

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

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

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

#### D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on the District's website ([www.ebmud.com](http://www.ebmud.com)), or notification of selection/non-selection, whichever is sooner. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from Proposers or potential Proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was

sent in a timely manner so that it would be received by the District within the RFP protest period.

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

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

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

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

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

#### E. INVOICING

1. The District shall notify General or Professional Service Provider of any invoice adjustments required.
2. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized services description.

3. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

#### **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 only to be contacted for the purposes specified below:

##### **FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS/AFTER AWARD:**

###### **Inspections and Minor Repair (Specification I)**

Attn: Dave Beyer, Senior Civil Engineer

dbeyer@ebmud.com

(510) 287-1144

OR

Charmin Baaqee, Assistant Engineer

cbaaqee@ebmud.com

(510) 287-7026

###### **Treatment Plant Dives (Specification II)**

Attn: James F. Smith, Superintendent of Water Treatment

jfsmith@ebmud.com

(510) 287-1967

###### **Aqueducts or Reservoir Outlet Towers**

Attn: Vince Pon, Superintendent of Aqueduct Section

vpon@ebmud.com

(209) 946-8009

###### **Pardee/Camanche Dives (Specification III)**

Attn: Pat Lydon, Superintendent of Pardee

plydon@ebmud.com

(209) 772-8201

###### **Wastewater Dives (Specification IV)**

Attn: Alicia Chakrabarti, Senior Civil Engineer

achakrab@ebmud.com

(510) 287-2059

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

**B. SUBMITTAL OF RFP RESPONSE**

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

Mailed:

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
Diving and ROV Inspection Services  
RFP No. PUR 096  
EBMUD–Purchasing Division, MS 102  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD  
East Bay Municipal Utility District  
Diving and ROV Inspection Services  
RFP No. PUR 096  
EBMUD–Purchasing Division  
375 Eleventh Street, First Floor  
Oakland, CA 94607

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

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

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

### RFP No. PUR 096 – DIVING AND ROV INSPECTION SERVICES

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

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

#### RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
  - EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS
  - EXHIBIT B- INSURANCE FORMS
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.



## 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 of RFP No. PUR 096.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
10. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

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

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

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

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

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

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

Type of Entity / Organizational Structure (check one):

☐ 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: \_\_\_\_\_

Primary Contact Information:

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

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

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

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

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

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

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

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



## PROPOSAL FORM

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.

### INSPECTION AND MINOR REPAIR OF WATER SYSTEM FACILITIES Exhibit D

#### Schedule I – Remotely Operated Vehicle (ROV)

Item	Description	Cost for ROV Inspection Only
1	Underwater inspection, with written reports and DVD.	\$_____/day ROV
2	Underwater inspection, with DVD reports only.	\$_____/day ROV

#### Schedule II – Physical Diving Team

Item	Description	Cost for Diving Team
1	Underwater inspection, minor repairs, with written reports and DVD.	\$_____/day
2	Underwater inspection, minor repairs, with DVD reports only.	\$_____/day

Note: a day is an 8-hour day, with the clock beginning when the contractor arrives on site to when the contractor leaves the site.



**DIVER SERVICES IN WATER TREATMENT AND RAW WATER FACILITIES**  
**Exhibit E**

Item	Description	Straight Time Rate/ Day	Overtime Rate Daily, Saturday/Day	Sunday and Holiday Rate / Day
1	Services at water treatment plants, as specified herein, for dive crew and all necessary equipment including one diver in tank.	\$_____	\$_____	\$_____
2	Services at water treatment plants, as specified herein, for dive crew and all necessary equipment including two divers in tank.	\$_____	\$_____	\$_____
3	ROV inspection at water treatment plants.	\$_____	\$_____	\$_____
4	Diver services performed by divers at raw water facilities, to 200' depth, as specified herein: dive crew and all necessary equipment, excluding decompression chamber and equipment necessary for decompression.	\$_____	\$_____	\$_____
5	Decompression equipment for dive to 200' depth: decompression chamber, compressor, air hoses, and all necessary appurtenances.	\$_____	---	---
6	ROV inspection at raw water facilities.	\$_____	\$_____	\$_____
7	Inspection report and videotape or DVD of dive.	\$_____/ea	---	---



### DIVING SERVICES AT PARDEEE/CAMANCHE RESERVOIRS

#### Exhibit F

Item	Description	Straight Time Rate	Overtime Rate Daily, Saturday	Sunday and Holiday Rate
1	Inspection, maintenance and repair of the Hypolimnetic Oxygenation System	\$_____/day	\$_____/day	\$_____/day

### DIVING SERVICES FOR WASTEWATER

#### Exhibit G

Item	Description	Daytime Rate	Nighttime Rate
1	ROV team Inspection with written reports and DVDs	\$_____/day ROV	\$_____/day ROV
2	Dive team Inspection with written reports and DVDs	\$_____/day	\$_____/day



## 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, Key Personnel, etc.).

1. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
  - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person's telephone number, fax number, and e-mail address;
  - (d) The person's educational background; and
  - (e) The person's relevant experience, certifications, and/or merits
2. **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.
3. **Exceptions, Clarifications, Amendments:**
  - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.

- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

4. **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"; and Form P-46, "Designation of Subcontractors."** 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.

5. **Copy of an active Class A License from the California Contractor's State License Board.**

6. **Sample "Dive Plan"**

7. **Sample forms used to document service performed**

8. **Sample "Final Report"**

9. **Sample photographs and/or videotapes**

**BIDS SUBMITTED WITHOUT THE AFOREMENTIONED MAY BE RENDERED NON-RESPONSIVE.**



## REFERENCES

### RFP No. PUR 096 - Diving and ROV Inspection Services

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

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

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

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

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

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



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP No. PUR 096 - Diving and ROV Inspection Services

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

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

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

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

\*Print additional pages as necessary





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

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

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

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

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

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

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

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

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

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

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

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



## EXHIBIT B

# INSURANCE REQUIREMENTS

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

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

### INDEMNIFICATION AND INSURANCE

#### A. Indemnification

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

#### B. Insurance Requirements

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

#### C. Workers Compensation Insurance

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

D. Commercial General Liability Insurance

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

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

\$3,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$3,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

\$2,000,000/Occurrence, Bodily Injury, Property Damage --Boating Policy

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

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

## GENERAL REQUIREMENTS

### CONTENTS

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

#### 1. DEFINITIONS

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

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

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

## 2. BOND

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

satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

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

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

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

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

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

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

### **6. DEFECTIVE WORK**

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

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

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

### **8. WARRANTY OF FITNESS**

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

the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

## **9. SAFETY AND ACCIDENT PREVENTION**

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

## **10. CHARACTER OF WORKFORCE**

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

## **11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.

- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

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

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then



due.

- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

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

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

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

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

### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or

advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.

- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

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

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

Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **18. TERMINATION**

a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
  9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the

Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

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

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

## **19. DAMAGES**

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

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
- i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.

- v. Contractor's Response Packet
- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown

## **21. INDEMNIFICATION/RESPONSIBILITY**

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

## **22. PROHIBITION OF ASSIGNMENT**

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

## **23. NEWS RELEASES**

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

## **24. TRANSFER OF INTEREST**

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract

obligations without prior written consent from the District.

**25. SEVERABILITY**

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

**26. COVENANT AGAINST GRATUITIES**

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

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

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

**28. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**29. CONFIDENTIALITY**

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



REQUEST FOR PROPOSAL NO. PUR 096

EXHIBIT D

SPECIFICATION I

INSPECTION AND MINOR REPAIR  
OF WATER SYSTEM FACILITIES

1.1 GENERAL

The contractor shall provide inspection, minor investigation, and minor repair services using remotely operated vehicle (ROV) and/or divers and diving equipment on District owned and operated water system facilities. Contractor shall provide facility inspections, material and sample collections and minor repairs while facilities are in service. Estimate of annual diving hours is between 150 and 200 hours.

Inspection and minor investigation includes: Observe general structural integrity and physical condition with special attention to weak areas, cracks, roof integrity, corrosion, leaks, coating, sealant and sealant condition, defects, signs of stress or degradation, injection of non-toxic, approved dye, collection of paint, sediment or sealant samples; still photographs and/or videotape of tank interior ceilings, walls, floors, columns, ladders, inlets, outlets, drain lines, all control and sensing lines, overflow lines, hatches, pipes, welds, and cathodic protection anodes in tanks. Reports, photo and video documentation shall comply with the District format for archiving files. NOTE: This is not an all-inclusive list.

The diver shall remove items of debris encountered during the dive at the request of the District's on-site representative.

Examples of minor repairs include sealant application, screen installations on overflow lines, etc.

Exhibit J is a listing of tank type potable reservoirs.

Exhibit K is a grouping of open-cut potable reservoirs.

All references to "water" shall be considered potable water supplies except where specifically noted differently, such as Exhibit J "Pardee Center Supply Reservoir (raw water)" and those reservoirs listed in Exhibit L "Service Area Supply Reservoirs."

1.2 SPECIFICATIONS

- A. **All bids and work performed shall strictly comply with all applicable federal, state, and local laws, statutes, and regulations, including but not limited to Cal OSHA (8CCR) requirements, found at Title 8 California Code of Regulations Sections 6050 through 6063 and all appendices.**
- B. **AWWA Standard C652-02, Disinfection of Water Storage Facilities, shall be adhered to, with respect to procedures for disinfection when conducting the underwater inspection. Chlorine used in the disinfection process shall be certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005. Certification from an ANSI accredited product certification organization shall be available upon request.**

- C. Inspection services can be accomplished by either qualified divers or by ROVs as determined by the District in consultation with the vendor. AWWA requirements are for no open circuit diving. SCUBA gear will only be allowed if the diver is tethered and has access to two-way voice communication.
- D. When the inspection and/or repair of water system facilities shall be accomplished by divers, all divers must be experienced in this work. ALL divers are to meet or exceed ANSI/ACDE 01-1998 MINIMUM TRAINING REQUIREMENTS and California Code of Regulations Title 8 Sections 6050-6063.
1. All diving equipment and clothing shall be dedicated for the sole purpose of inspection and/or repairing water system facilities. Dive equipment and clothing shall have only been used **in potable or raw water** or shall be new. Certification history on all equipment shall be readily available and shall be furnished upon request and the items shall be available for inspection.
  2. Diver capability to use both external air supplied equipment and SCUBA is required. The Contractor's Diving Supervisor will determine, subject to acceptance by the District, which equipment will be used depending on the facility, water quality requirements, and safety factors. There will be no dive in a facility without the District acceptance of equipment to be used at that facility.
  3. Only dry suits in good condition will be allowed. These suits will be used only in water and suitable for disinfection. Diving clothing shall be of the dry suit type and be free from tears, scrapes, unrepaired areas, or other imperfections that may impair the integrity of the suit.
  4. Divers must have capability for full time voice communications between surface support and diver(s).
  5. Bidder must be capable of providing still photos, videotape, and full time video (high resolution) of all procedures. NOTE: Video shall include quality footage underwater, as well as all surfaces above the water line. These capabilities will be used on an "as needed" basis. Photos and written reports are to be submitted on CD, video on DVD, as well as, a single hard copy of photos and text to be specified by the District. All findings shall be documented and shall include locations with a reference to a known point within the reservoir, such as a specific column (i.e. Column E5) or a structure (i.e. inlet/outlet line).
  6. All equipment and clothing shall be disinfected immediately prior to entry into the facility. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, this includes hands. There shall be no contact of the mouth or head with the water during the inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full face mask.  
Note: There is no need for disinfection for raw water dives, including the sediment tanks. Potable water diving suits will be used. Any dives in treated water will require standard disinfection protocols.
  7. All divers shall have a minimum of two years commercial diving experience. Acceptable proof of diver qualifications are: 2<sup>nd</sup> Class U.S. Navy Diver Training, ANSI/ACDE 01-1998 Commercial Diver Certification, or detailed documentation of training and direct water tank inspection work experience.

Commercial diving skills shall include extensive experience using both SCUBA and Surface-Supplied Air. All divers must be experienced in the use of underwater inspection and/or repair equipment.

8. All divers shall have a minimum of two years' experience diving in water system facilities and in coating inspection, welding inspection, concrete inspection, non-destructive testing (ANSI Level II required as minimum), cutting and burning equipment, underwater welding equipment, and a broad array of air tools as required. (District Requirement)
9. All divers shall have knowledge of construction practices as related to the fabrication of steel tanks, concrete tanks, and open cut reservoirs.
10. All personnel on the dive team shall be free of communicable diseases and shall not have been under a physician's care within the seven-day period prior to entering the facility. No person who knowingly has an abnormal temperature or symptom of illness shall work in a water system facility. The District has the right to request a physician's assurance (based on an examination within the 48 hour period immediately prior to the time the diver enters the water system facility) that personnel are free of water-transferable communicable diseases.
11. Divers shall meet with the District representatives to schedule a site visit prior to work for familiarization of the facility and permission to proceed with the intended work. Divers shall complete the District's Underwater Operations Permit (see Sample Forms) and submit to project manager for approval **PRIOR TO DIVE**. This permit must be available for onsite inspections. The District will provide a minimum of one District employee to assist the Contractor to access the facility only, and will provide other equipment such as ladders or boom lifts as necessary for access to District facilities.
12. The District will supply kits for sampling and repair/installation materials such as filters and pipes. Contractor shall supply sealant and will be reimbursed for documented materials cost only. **THE ONLY APPROVED SEALANT FOR USE IN DISTRICT POTABLE WATER SYSTEM FACILITIES IS AQUATAPOXY.**
13. Divers, equipment, and all required supporting personnel shall be "Ready to Go" and shall report to the work location specified by District staff.
14. The vendor shall complete various reports pertaining to the inspection and minor repair services performed.
15. Daily rates for minor repairs and flat rates for inspections shall include all costs and be based on "on-site" time. The District will not make any separate payments for travel, per diem, or for deliverable items such as written reports, videos, still photos, and narratives. Union rules and prevailing wage requirements stipulate 8 hour minimums, which are understood by the District.

\* \* \* \* \*

REQUEST FOR PROPOSAL NO. PUR 096

EXHIBIT E

SPECIFICATION II

DIVER SERVICES IN WATER TREATMENT  
AND RAW WATER FACILITIES

1.1 GENERAL

The contractor shall provide divers and diving equipment at District owned and operated water treatment and raw water facilities. The Contractor shall provide the following services on an as needed basis, as requested by the District and as directed by on-site District personnel: (1) quick response services, as defined below, in water treatment plants and (2) inspections and repairs at raw water storage facilities for the duration of the contract. The estimate of annual diving hours is between 50 and 100 crew hours. This estimate is no guarantee of work as the workload depends in part on the number and severity of equipment problems during this period. The water treatment plant work will be directed by Jim Smith, Water Treatment Superintendent (510-287-1967) or Roberto Cortez, Water Treatment Superintendent (510-287-1146) or their designated contact(s). Work in the raw water reservoirs will be directed by Vince Pon (209-946-8001).

Services could be required at any of the District six water treatment plants listed in Exhibit H. The services would include but not be limited to inspection of clear wells, chlorine contact basins or chambers, sedimentation basins, and flocculation basins.

Exhibit H is a listing of District water treatment plants, where the need for diving services is possible.

Exhibit I is a listing of District raw water reservoirs for which diving services are possible.

1.2 SERVICES ANTICIPATED AT THE UPPER SAN LEANDRO (USL) WATER TREATMENT PLANT

The USL water treatment plant has two sedimentation basins operating in parallel, each having ten (10) "trac vac" sludge collectors running back and forth on its own track across the width of the tank. In each basin, six trac vac collectors operate with an array of tube settlers overhead, while the other four have no overhead interferences. Each collector consists of a moving "tractor" with a pair of long arms arrayed perpendicular to the direction of the tractor motion. The maximum expected operating depth in the basin is 17 feet. The plant also has flocculation basins with rotating mechanical equipment for mixing the water and finished water storage chambers/basins that may require entry.

The types of problems and diver service responses anticipated include, but are not limited to, the following: repairs to the submerged valves, piping or flocculator shafts and paddles, repairs to submerged trac vac equipment, or removal of trac vac unit(s) for repair outside the basin by District personnel. Removing a unit from a sedimentation basin would require a diver to enter the basin, assist District personnel in raising the unit out of the basin with a District crane, stand by while District personnel perform needed repairs and lower the unit back into the basin, reconnect the unit, and verify proper operation of the reinstalled unit.

While any sediment collection equipment is out of service, it may be necessary for the diver, under direction by the District, to use a disconnected sludge collection hose to vacuum up accumulated sediment from that part of the floor served by the equipment out of service.

Inspection of the ozone basins may also be required. The types of inspections that may be required are to inspect the concrete condition and piping condition. Ozone will not be present at the time of inspection. All personnel will be lowered into the basin by ladder and harness and tripods are required for all personnel entering the basin.

Inspection may be required of the chlorine contact basin and clear well. These entries are similar to reservoirs and the same procedures required in Exhibit D will be applied.

### 1.3 SERVICES ANTICIPATED AT SOBRANTE WATER TREATMENT PLANT

The Sobrante water treatment plant has two sedimentation basins operating in parallel, each having ten (10) installed "cable vac" sludge collectors that roll back and forth across the width of the tank on four wheels instead of on a track. In each basin, six cable vac collectors operate with an array of tube settlers overhead, while the other four have no overhead interferences. Each collector consists of a moving "tractor" with a pair of long arms arrayed perpendicular to the direction of the tractor motion. Each cable vac collector is pulled back and forth across the width of the basin by a cable. The maximum expected operating depth in the basin is 15 feet. The plant also has flocculation basins with a system of rotating shafts and attached paddles for mixing the water.

Possible diver services required include, but are not limited to, repairs to the submerged cable vac equipment in the basins or removal of cable vac unit(s) for repair outside the basin by District personnel. Removing a unit from a sedimentation basin would require a diver to enter the basin, assist District personnel in raising the unit out of the basin with a District crane, stand by while District personnel perform needed repairs and lower the unit back into the basin, reconnect the unit, and verify proper operation of the reinstalled unit.

While any sediment collection equipment is out of service, it may be necessary for the diver, under direction by the District, to use a disconnected sludge collection hose to vacuum up accumulated sediment from that part of the floor served by the equipment out of service.

For each dive entry in a treatment plant, the Contractor shall provide an inspection report as well as a videotape or DVD of findings. When the District requires such diving services, the District's Water Treatment Superintendents or their designate will notify the Contractor with the necessary information. When notified of work, the Contractor's dive crew shall report within five business days of notification to the facility which is the site of the work.

Inspection of the ozone basins may also be required. The types of inspections that may be required are to inspect the concrete condition and piping condition. Ozone will not be present at the time of inspection. All personnel will be lowered into the basin by ladder and harness and tripods are required for all personnel entering the basin.

Inspection may be required of the chlorine contact basin and clear well. These entries are similar to reservoirs and the same procedures required in Exhibit D will be applied.

While any sediment collection equipment is out of service, it may be necessary for the diver, under direction by the District, to use a disconnected sludge collection hose to vacuum up accumulated sediment from that part of the floor served by the equipment out of service

### 1.4 SERVICES AT SAN PABLO WATER TREATMENT PLANT

The San Pablo Water Treatment Plant has two sedimentation basins operating in parallel. These basins have no sludge collection systems installed. The plant also has flocculation basins with a system of rotating shafts and attached paddles for mixing the water.

Inspection may be required of the chlorine contact basin and clear well. These entries are similar to reservoirs and the same procedures required in Exhibit D will be applied.

For each dive entry in a treatment plant, the Contractor shall provide an inspection report as well as a videotape or DVD of findings. When the District requires such diving services, the District's Water Treatment Superintendents or their designate will notify the Contractor with the necessary information. When notified of work, the Contractor's dive crew shall report within five business days of notification to the facility which is the site of the work.

## 1.5 SERVICES AT RAW WATER RESERVOIRS

Services at raw water reservoirs could include work at outlet towers and reservoirs themselves at several District reservoirs; Pardee, USL, San Pablo, Chabot, Lafayette, and Briones. Possible tasks include, but are not limited to, inspection of gates or valves at depths ranging up to 200 feet, as well as possible cleaning, repair, or assistance with operation of these units. Inspections may be done by Remote Operated Vehicle (ROV) or actual diver. **For each dive entry in a raw water facility, the Contractor shall provide an inspection report as well as a videotape or DVD of findings.** When the District requires such diving services, the District's Aqueduct Section Superintendent or his designate will notify the Contractor with the necessary information. When notified of work, the Contractor's dive crew shall report **within five business days** of notification to the facility which is the site of the work.

## 1.6 SPECIFICATIONS

- A. All bids and work performed shall strictly comply with Cal OSHA (8CCR) requirements, found at Title 8 California Code of Regulations Sections 6050 through 6063 and all appendices.
- B. All work performed shall comply with AWWA standard for disinfection of water storage facilities section 5: Disinfection Procedures When Conducting Underwater Inspection of Potable Water Storage Facilities.
- C. Diver services in water treatment plants or raw water facilities shall be accomplished by divers experienced in potable water facilities. **ALL** divers are to meet or exceed the most current ANSI/ACDE 01 MINIMUM TRAINING REQUIREMENTS and California Code of Regulations Title 8 Sections 6050-6063.
  - 1. All diving equipment and clothing shall be dedicated for the sole purpose of inspection and/or repairing potable water treatment or storage facilities. Dive equipment and clothing shall have only been used in potable water or shall be new. Certification history on all equipment shall be readily available and shall be furnished upon request and the items shall be available for inspection.
  - 2. **Capability to use both external air supplied equipment and SCUBA is required. SCUBA gear will only be allowed if the diver is tethered and has access to two-way voice communication. The Contractor's Diving Supervisor will determine which equipment will be used depending on the facility, water quality requirements, and safety factors. There will be no dive in a facility without an EBMUD representative on site with the Contractor at that facility.**
  - 3. Only dry suits in good condition will be allowed. These suits will be used only in potable water and suitable for disinfection. Diving clothing shall be of the dry suit type and be free from tears, scrapes, unrepaired areas, or other imperfections that may impair the integrity of the suit.
  - 4. Divers must have capability for full time voice communications between surface support and diver(s). This capability will be used on an "as needed" basis.

5. Bidder must be capable of providing still photos, videotape, and full time video (high resolution) of all procedures. These capabilities will be used on an "as needed" basis.
6. All equipment and clothing shall be disinfected immediately prior to entry into the facility. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, this includes hands. There shall be no contact of the mouth or head with the water during the inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full face mask. Between uses, all equipment and clothing dedicated for potable water, underwater inspection work shall be stored in a manner that prevents both chemical and bacteriological contamination.
7. All divers shall have a minimum of two years commercial diving experience. Acceptable proof of diver qualifications are: 2<sup>nd</sup> Class U.S. Navy Diver Training, ANSI/ACDE 01-1998 Commercial Diver Certification, or detailed documentation of training and direct potable water tank inspection work experience (District Requirement).

Commercial diving skills shall include extensive experience using both SCUBA and Surface-Supplied Air. All divers must be experienced in the use of underwater inspection and/or repair equipment (District Requirement).

8. All divers shall have a minimum of two years' experience diving in potable water tanks and in coating inspection, welding inspection, concrete inspection, non-destructive testing (ANSI Level II required as minimum), cutting and burning equipment, underwater welding equipment, and a broad array of air tools as required (District Requirement).
9. All divers shall have knowledge of construction practices as related to the fabrication of both steel and concrete tanks and basins.
10. All personnel on the dive team shall be free of communicable diseases and shall not have been under a physician's care within the seven-day period prior to entering the facility. No person who knowingly has an abnormal temperature or symptom of illness shall work in a potable water storage facility. The District has the right to request a physician's assurance (based on an examination within the 48 hour period immediately prior to the time the diver enters the water storage facility) that personnel are free of water-transferable communicable diseases.
11. Divers shall meet with EBMUD representatives to schedule a site visit prior to work for familiarization of the facility and permission to proceed with the intended work. EBMUD will provide a minimum of one District employee to assist the Contractor to access the facility only, and will provide other equipment such as ladders, boom lifts, or a crane as necessary for access to District facilities.
12. **EBMUD will supply materials for process piping repairs such as pipe, fittings and valves. Contractor shall supply sealant and will be reimbursed for documented (invoiced) materials cost only. THE ONLY NSF APPROVED SEALANT FOR USE IN DISTRICT POTABLE WATER STORAGE FACILITIES IS AQUATAPOXY.**
13. The Contractor shall complete various reports pertaining to the services performed.
14. Bidders are advised that the District prioritizes safety, compliance with regulatory requirements related to treatment and meeting the distribution system demand. Dive inspections at an EBMUD Water Treatment Plant require a shutdown of the unit process or the plant. Scheduling a shutdown of a water treatment plant or a unit process is difficult to predict since it is related to weather and a changing demand in the distribution system. The District makes every effort to plan and coordinate shutdowns for inspections with sufficient lead time, but reserves the right to cancel inspections with no notice if

operations staff anticipates that the District will be unable to shut down the plant or the unit process safely and still meet system demand.

\* \* \* \* \*



REQUEST FOR PROPOSAL NO. PUR 096

EXHIBIT F

SPECIFICATION III

PARDEE/CAMANCHE RESERVOIRS

1.1 HYPOLIMNETIC OXYGENATION SYSTEM (HOS)

The HOS is located at the Camanche reservoir near Clements, CA. Diving services are periodically required for inspection, maintenance and repair of this system. General requirements for servicing this system are as follows:

- A. All diving operations will strictly conform to the pertinent requirements of Title 8, California Code of Regulations (Cal OSHA) Subchapter 7. General industry Safety Orders Group 26-Diving Operations.
- B. A Dive plan must be specifically created for the project.
- C. All diving operations will strictly conform to all other particular specification requirements: I.E., AWWA standard for disinfection of water storage facilities Section 5: Disinfection procedures When Conducting Underwater inspection of Potable Water storage Facilities.
- D. All divers must have a minimum of two years commercial diving experience. Proof of diver qualifications are: 2<sup>nd</sup> Class U.S. Navy Diver Training, ANSI/ACDE 01-1998 Commercial Diver Certification, or detailed documentation of training and direct potable water tank inspection work experience (District Requirement).
- E. Contractor will provide a decompression chamber with a qualified operator on site during the dive.
- F. Contractor will provide an experienced dive team with sufficient members to work safely at depths up to 180ft deep for several (2 to 3) days.
- G. Contractor must have equipment needed to video components in 3-foot visibility for dives up to 180 Ft deep.
- H. Contractor must have sufficient experience to perform a hard hat dive with decompression.
- I. Contractor must have experience necessary to work in submerged environment with various cables and anchor points and have equipment necessary to safely lift submerged (motors, pumps, valves and nozzles) equipment.
- J. Job site Challenges:
  - 1. "Bottom time" is very limited due to the depth of equipment and reservoir level at the time of the problem.
  - 2. District is unable to show much in the way of job scope or work site conditions (all underwater) other than a mechanical drawing and a few photos taken prior to submergence.
  - 3. Typical problems are associated with pump not providing flow, electrical grounds in motors or diffuser nozzles problems.

4. Window for maintenance is typically 2 to 3 weeks advance notice.
5. Water temperature is typically 50 F to 62 F.
6. Visibility is typically 3 feet.

## 1.2 OTHER DIVING SERVICES

Other diving services at the Pardee and Camanche reservoirs may be required for inspection, maintenance and repair at the dams, inlets or outlet tower. Scope of work will vary and specifications for each job will be provided as needs arise. Inspection services may be accomplished by either qualified divers or by ROVs as determined by the District in consultation with the vendor.

Total annual diving hours needed at Pardee/Camanche are approximately 16 to 24.

\* \* \* \* \*

REQUEST FOR PROPOSAL NO. PUR 096

EXHIBIT G

SPECIFICATION IV

WASTEWATER DIVING SERVICES

The Main Wastewater Treatment Plant (MWWTP) treats the domestic, commercial, and industrial wastewater for an 83-square mile area which includes the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, and Stege Sanitary District, which includes El Cerrito, Kensington and part of Richmond. The community collection systems are individually owned and operated, and only through community sewer connections are discharges allowed to the District's collection system. Approximately 1,800 miles of community-owned sewers discharge to the District's collection system.

The District's collection system includes approximately 29 miles of gravity interceptor sewer pipeline, 9 miles of force main pipeline, and 15 pump stations. The interceptors, ranging in size from 12 inches to 9 feet in diameter, parallel the bay-shore and extend into portions of Oakland and Alameda. The 15 pump stations, ranging in capacity from 1.5 to 60 MGD, lift wastewater throughout the collection system as it travels to the MWWTP. Figure 1 below illustrates EBMUD's service area and the facilities that it owns and operates. The Wastewater Department also operates three wet weather treatment facilities that are used to store and manage flows during wet weather events.

The MWWTP, located near the foot of West Grand Avenue in Oakland (adjacent to the San Francisco-Oakland Bay Bridge approach), is designed to provide primary treatment for a flow of up to 320 MGD and secondary treatment for a maximum flow of 168 MGD. Average daily flow is 55 MGD. Treatment processes include prechlorination, screening, grit removal, scum disposal, primary sedimentation, secondary treatment using high purity oxygen activated sludge, final clarification, sludge digestion, and power cogeneration utilizing digester gas. The treated effluent is disinfected and dechlorinated before being discharged into San Francisco Bay, approximately one mile off the East Bay shore. The MWWTP outfall pipeline that conveys treated effluent has two sections: (1) the 9,118-lineal feet (LF) land section from the effluent pump station (EPS) at the MWWTP to the transition structure at the shore of the Bay, and (2) the 6,276-LF subaqueous section from the transition structure to the end gate of the diffuser at the bay floor, where treated effluent is discharged into the Bay. Figures 2 and 3 below show layouts of the outfall pipeline. In the past, most of the wastewater dive services have been on the outfall pipeline.

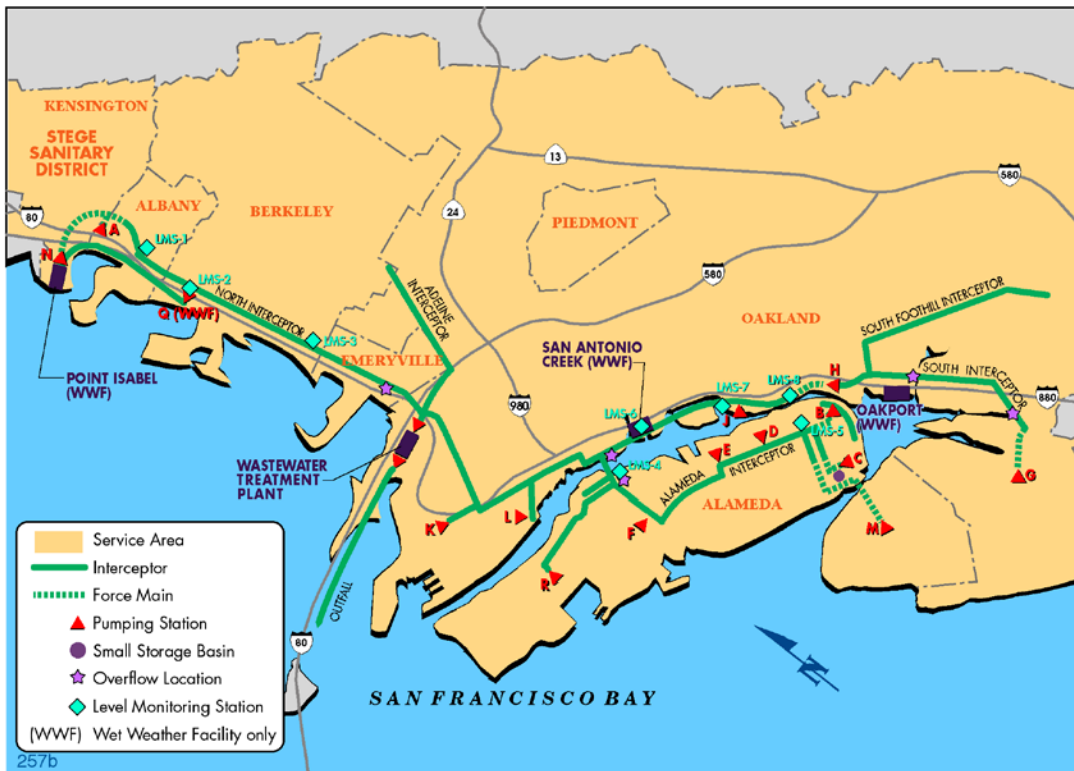


Figure 1 Wastewater Service Area

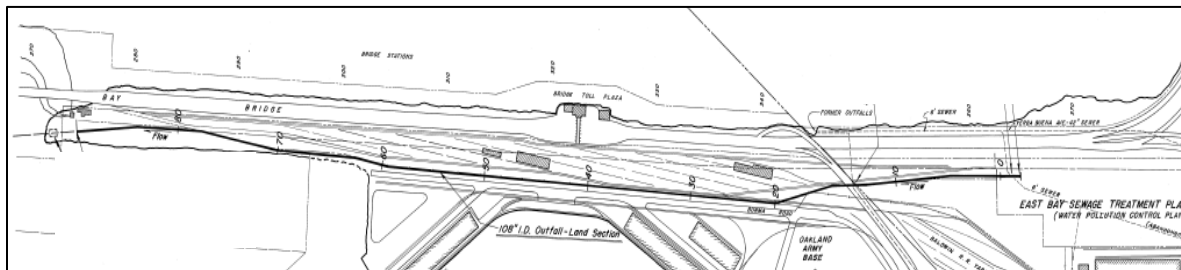


Figure 2 Land Section of Outfall Pipeline

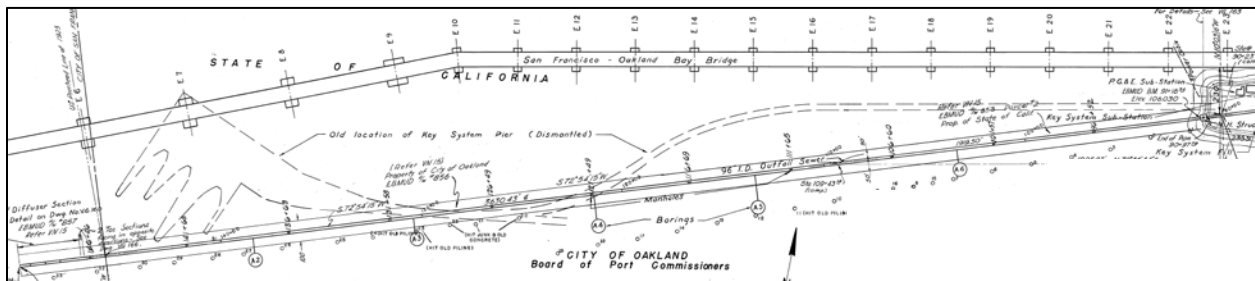


Figure 3 Subaqueous Section of Outfall Pipeline

## 1.1 GENERAL

The contractor shall provide inspection, minor investigation, and minor repair services using remotely operated vehicle (ROV) and/or divers and diving equipment on District owned and operated wastewater facilities and pipelines. Contractor shall provide inspections, material and sample collections and minor repairs while facilities are in service. Inspection and minor investigation includes: Observing the general structural integrity and physical condition with special attention to weak areas, cracks, corrosion, defects, and signs of stress or degradation, collection/removal of sediment, providing still photographs and/or videotape of structures and defects. Reports, photo and video documentation shall comply with the District format for archiving files. NOTE: This is not an all-inclusive list.

Examples of minor repairs include sealant application and other type of defect repairs.

## SPECIFICATIONS

- A. **All bids and work performed shall strictly comply with all applicable federal, state, and local laws, statutes, and regulations, including but not limited to Cal OSHA (8CCR) requirements, found at Title 8 California Code of Regulations Sections 6050 through 6063 and all appendices.**
- B. **Sewers are classified as confined spaces by Federal Regulation 29CFR1910. Sewers also have potentially hazardous atmosphere conditions and wastewater can contain toxic and infections agents. This means that a person, exposed to sewer gases or wastewater may be at risk of death, impairment of the ability for unaided escape, injury, or acute illness. Interceptor entry procedures have been developed to comply with federal and local safety requirements. If at any time during a manhole entry conditions are deemed unsafe, the inspection shall be stopped and the site cleared until conditions can be made safe. Since the configuration of pipes and manholes and the flow conditions are unique to each site, what may be safe at one site, will not necessarily be safe at another. Divers and hose handlers who work in raw sewage, inflow or primary treated facilities need to be inoculated for Hepatitis A/B and Tetanus at a minimum.**
- C. Inspection services can be accomplished by either qualified divers or by ROVs as determined by the District in consultation with the vendor.
- D. When the inspection and/or repair of wastewater system facilities shall be accomplished by divers, all divers must have a minimum of two years of commercial diving experience and must be experienced in various type of wastewater work (i.e., sewers including outfall and inverted siphons, digesters, etc.).
- E. Divers must have capability for full time voice communications between surface support and diver(s). "No SCUBA" diving equipment will be allowed and that diving dresses, helmets and other protection shall be provided so there is no direct contact to the "neck, feet and hands" of the diver.
- F. Bidder must be capable of providing still photos, videotape, and full time video (high resolution) of all procedures. NOTE: Video shall include quality footage underwater, as well as all surfaces above the wastewater line. These capabilities will be used on an "as needed" basis. Photos and written reports are to be submitted on CD, video on DVD, as well as a single hard copy of photos and text to be specified by the District. All findings shall be documented and shall include locations with a reference to a known point within the structure [i.e. inlet/outlet line, pipeline (stations)].

- G. Bidder must be capable of utilizing sonar equipment for recording measurements in water with very low visibility. Sonar will be used on an “as needed” basis for such purposes including, but not limited to, recording depth of sediment within pipelines, locating sediment and debris in the vicinity of pipelines, observing damage or anomalies in pipe walls, and identifying existence of foreign objects within pipelines or basins.
- H. Divers shall meet with the District representatives and make a site visit prior to work for familiarization of the facility and permission to proceed with the intended work. Bidder shall submit to project manager insurance forms, dive plan, safety plan, confined space entry forms, and District’s Underwater Operation Permit **PRIOR TO DIVE**. The plans and permits must be available onsite during inspections. The District will provide a minimum of one District employee to assist the Contractor with communications with District operation staff.

Hourly rates for minor repairs and flat rates for inspections shall include all costs including reports and other deliverables.

- I. Bidders are advised that the District prioritizes safety and compliance with regulatory requirements related to treatment and discharge of wastewater. Dive inspections of the MWWTP effluent outfall pipeline generally require shutdowns of the MWWTP. The MWWTP can be shut down only at night (e.g., 1 AM-6 AM) and not on consecutive nights. The District makes every effort to plan and coordinate shutdowns for inspections with sufficient lead time, but reserves the right to cancel inspections with no notice if operations staff anticipates that the District will be unable to shut down the plant safely and still meet regulatory requirements. Status of the treatment plant function and weather conditions, current or forecasted, may restrict MWWTP shutdowns. Refer to RFP No. PUR 096 Section III.C. for compensation related to cancelled inspections.

\* \* \* \* \*

REQUEST FOR PROPOSAL NO. PUR 096  
DIVING AND ROV INSPECTION SERVICES

EXHIBIT H

WATER TREATMENT PLANTS

Lafayette Water Treatment Plant  
3848 Mount Diablo Road  
Lafayette, CA

Orinda Water Treatment Plant  
190 Camino Pablo  
Orinda, CA

San Pablo Water Treatment Plant  
300 Berkeley Park Boulevard  
Kensington, CA

Sobrante Water Treatment Plant  
5500 Amend Road  
El Sobrante, CA

Upper San Leandro Water Treatment Plant  
7700 Greenly Drive  
Oakland, CA

Walnut Creek Water Treatment Plant  
2201 Larkey Lane  
Walnut Creek, CA

REQUEST FOR PROPOSAL NO. PUR 096  
DIVING AND ROV INSPECTION SERVICES

EXHIBIT I

RAW WATER RESERVOIRS

Briones Reservoir  
On Bear Creek Road, NE of San Pablo Dam Road

Camanche Reservoir  
Near Clements, CA

Chabot Reservoir  
End of Estudillo Avenue  
East of San Leandro, CA

Lafayette Reservoir  
Opposite 3848 Mount Diablo Boulevard  
Lafayette, CA

Pardee Reservoir  
Valley Springs, CA

San Pablo Reservoir  
On San Pablo Creek 8 miles NW of Orinda

Upper San Leandro Reservoir  
7700 Greenly Drive  
Oakland, CA



<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Sunset Reservoir	IS	LAF	727.3	74000	749.0	Steel, welded
San Pablo Recreation Area Reservoir	IS	ELS	456.0	100000	471.0	Redwood
Crest Reservoir	IS	WC	734.0	116000	751.0	Redwood
Glen Reservoir	IS	LAF	727.8	184000	744.6	Redwood, fiberglass lined
Knife No. 1 Reservoir	TRS	SR	1462.0	190000	1488.0	Steel, welded
Knife No. 2 Reservoir	IS	SR	1462.0	190000	1488.0	Steel, welded
May Reservoir	IS	OAK	780.5	193693	802.0	Steel, bolted
Apollo Reservoir	IS	DAN	931.0	200000	953.0	Steel, welded
Pinehaven No. 1 Reservoir	TRS	OAK	1325.2	207000	1352.1	Steel, welded
Stonewall Reservoir	IS	OAK	623.3	209000	650.2	Steel, welded
Trilane Reservoir	IS	RCH	364.9	217000	393.0	Steel, welded
Arcadian Reservoir	IS	CV	568.0	242000	596.0	Steel, welded
Encinal Reservoir	IS	OR	939.3	246000	958.1	Redwood, fiberglass lined
Carter Reservoir	IS	MOR	932.3	249000	952.4	Steel, welded
Las Trampas Reservoir	IS	DAN	1122.0	264000	1148.0	Steel, bolted
Dos Osos Reservoir	IS	OR	1318.1	264000	1349.2	Steel, welded
Crossroads Reservoir	IS	OR	918.7	264000	949.8	Steel, welded
Valory Reservoir (Former)	TRS	LAF	918.1	265000	949.3	Steel, welded
Peabody Tectank Temporary Tank 0.28 MG	IS	EC	980.0	280000	1010.0	Steel, bolted
Welle Reservoir	IS	CR	665.9	300000	685.1	Steel, welded
Muir Reservoir	IS	WC	531.2	300000	550.0	Steel, welded
Sunnyside Reservoir	IS	OR	1123.4	300000	1143.9	Steel, welded
Mulholland No. 1 Reservoir	TRS	OR	1163.0	300000	1183.0	Steel, welded
Bishop No. 2 Reservoir	TRS	SR	1134.0	300000	1160.0	Steel, welded
Bishop No. 1 Reservoir	IS	SR	1134.0	300000	1160.0	Steel, welded
Wiedemann No. 1 Reservoir	TRS	SR	1342.0	310000	1370.0	Steel, welded
Wiedemann No. 2 Reservoir	IS	SR	1342.0	310000	1370.0	Steel, welded
Lafayette Clearwell	IS	LAF	365.9	342000	390.0	Concrete, wirestressed

<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Westside Reservoir	IS	OR	1121.0	360000	1152.0	Steel, bolted
Berkeley Hills Reservoir	IS	OAK	1528.9	396000	1550.8	Steel, welded
Nicholl Knob Reservoir	IS	RCH	327.0	400000	348.0	Concrete, reinf bifurcatd
Sleepy Hollow Reservoir	IS	OR	927.5	400000	949.5	Steel, bolted
Castro Reservoir	IS	RCH	652.3	400000	676.0	Steel, welded
Sherwick Reservoir	IS	OAK	979.0	400000	1010.0	Steel, welded
San Catanio Reservoir	IS	SR	920.0	400000	950.0	Steel, welded
Mulholland No. 2 Reservoir	IS	OR	1163.0	400000	1183.0	Steel, welded
Reliez Reservoir	IS	PH	642.0	420000	670.0	Steel, welded
Stott Reservoir	IS	PIN	468.7	494000	500.0	Concrete, wirestressed
Echo Springs Reservoir	IS	LAF	918.9	494000	950.0	Concrete, wirestressed
Montair Reservoir	IS	DAN	918.8	494000	950.0	Concrete, wirestressed
Fire Trail No. 1 Reservoir	TRS	CV	768.8	495000	800.0	Concrete, wirestressed
Pearl Reservoir	IS	RCH	668.8	495000	700.0	Steel, welded
Gwin Reservoir	IS	OAK	1378.7	496000	1409.9	Steel, welded
Strathmoor Reservoir	IS	OAK	1179.9	497000	1211.2	Concrete, wirestressed
University Reservoir	IS	OAK	985.3	499000	1016.7	Steel, welded
Walpert Reservoir	IS	HAY	869.1	500000	900.7	Concrete, wirestressed
Laguna No 1 Reservoir	IS	OR	1170.0	500000	1200.0	Steel, welded
Hink Reservoir	IS	LAF	1061.0	500000	1091.0	Steel, welded
Miller Reservoir	IS	CV	969.5	500000	1000.0	Steel, welded
Pinehaven No. 2 Reservoir	IS	OAK	1323.2	500000	1352.0	Steel, welded
Walpert North No. 2 Reservoir	IS	CV	870.0	500000	900.0	Steel, welded
Walpert North No. 1 Reservoir	TRS	CV	870.0	500000	900.0	Steel, welded
Valory Reservoir	IS	LAF	918.5	500000	950.5	Steel, bolted
Rolph Reservoir	IS	CR	484.8	508000	500.0	Concrete, reinf buried
Palomares No. 2 Reservoir	TRS	CV	580.0	550000	600.0	Steel, welded
Palomares No. 1 Reservoir	IS	CV	580.0	550000	600.0	Steel, welded
Round Hill Reservoir	IS	AMO	978.0	600000	1008.0	Steel, welded

<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Berryman North Reservoir	IS	EC	479.8	615905	509.0	Steel, welded
Round Top Reservoir	IS	OAK	1530.0	650000	1549.0	Steel, bolted
Amito Reservoir	IS	OAK	977.8	670000	1010.0	Concrete, wirestressed
Shawn Reservoir	IS	RCH	652.1	750000	675.0	Steel, welded
Derby Reservoir	IS	SR	920.0	750000	950.0	Steel, welded
Forestland Reservoir	IS	OAK	1121.6	760000	1142.7	Steel, bolted
Madison Reservoir	IS	CV	879.0	1000000	900.0	Concrete, cablestressed
Verde Reservoir	IS	ELS	742.0	1000000	765.0	Steel, welded
Arroyo Reservoir	IS	MOR	921.4	1000000	952.4	Steel, welded
Potrero Reservoir	TRS	RCH	141.9	1005000	169.0	Steel, welded
Valley View Reservoir	IS	LAF	1123.4	1016000	1143.9	Concrete, wirestressed
Peralta Reservoir	TRS	OAK	664.5	1018000	685.0	Concrete, wirestressed
Crockett Reservoir	IS	CR	230.5	1019000	250.5	Concrete, barstressed
Berkeley View No. 1 Reservoir	IS	OAK	1336.5	1019000	1356.8	Concrete, barstressed
Birch Reservoir	IS	ROD	449.9	1020000	473.0	Steel, welded
City Line Reservoir	IS	OAK	957.5	1021000	981.0	Steel, welded
Rheem Reservoir	IS	LAF	980.5	1021000	1004.0	Steel, welded
Bacon Reservoir	IS	LAF	726.5	1023000	750.0	Steel, welded
Las Aromas Reservoir	IS	OR	929.3	1024000	949.9	Concrete, cablestressed
Jensen Reservoir	IS	CV	579.3	1024000	600.0	Concrete, wirestressed
Pleasant Hill Reservoir	IS	WC	540.0	1026000	560.6	Concrete, barstressed
Donald Reservoir	IS	MOR	979.3	1027000	1000.1	Concrete, bar & wirestr
Skyline Reservoir	IS	OAK	1529.8	1044000	1550.9	Concrete, cablestressed
Tewksbury Reservoir	IS	EC	602.0	1059000	623.9	Concrete, barstressed
Fire Trail No. 2 Reservoir	IS	CV	777.1	1100000	800.0	Steel, bolted
Bayfair Reservoir	IS	SL	579.9	1137844	599.0	Steel, bolted
Acorn Reservoir	IS	BHK	1170.0	1200000	1200.0	Steel, welded
Happy Valley Reservoir	IS	OR	919.6	1495000	949.8	Concrete, wirestressed
Sky Terrace Reservoir	IS	DAN	719.8	1501000	750.0	Concrete, wirestressed

<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Summit North Reservoir	IS	RCH	780.2	1504000	810.5	Concrete, wirestressed
Summit South Reservoir	IS	OAK	784.0	1505000	815.0	Concrete, wirestressed
Mendocino Reservoir	IS	HER	476.8	1505000	500.0	Steel, welded
Montclair Reservoir	IS	OAK	948.5	1550000	979.0	Concrete, barstressed
Eden Reservoir	IS	CV	1019.6	1568000	1050.0	Steel, welded
Fairview North No. 1 Reservoir	IS	CV	680.0	1960000	700.0	Steel, welded
Proctor No. 2 Reservoir	IS	CV	569.5	1964000	599.0	Steel, welded
Fairview Reservoir	IS	HAY	679.8	1986000	699.7	Concrete, wirestressed
Withers Reservoir	IS	LAF	534.9	1988000	554.9	Concrete, wirestressed
Brookwood Reservoir	IS	LAF	729.8	1990000	749.9	Concrete, wirestressed
Swainland Reservoir	IS	OAK	955.0	1998000	975.1	Concrete, wirestressed
Norris Reservoir	IS	CV	814.5	2000000	845.0	Concrete, cablestressed
Field Reservoir	IS	OAK	412.8	2003000	433.0	Concrete, wirestressed
Palo Seco Reservoir	IS	OAK	1358.8	2014000	1379.1	Concrete, wirestressed
Quarry Reservoir	IS	HAY	469.2	2065000	490.0	Concrete, wirestressed
Shasta No. 2 Reservoir	IS	BER	1149.0	2071000	1169.8	Concrete, barstressed
Holly Reservoir	IS	WC	915.5	2100000	945.0	Steel, welded
Luzon Reservoir	IS	HER	469.5	2400000	500.0	Steel, welded
Country Club Reservoir	IS	OAK	772.5	2490000	802.0	Concrete, cablestressed
Miranda Reservoir	IS	AMO	711.1	2500000	743.0	Steel, welded
Joaquin Miller Reservoir	IS	OAK	950.0	2815000	978.5	Concrete, barstressed
Arlington Reservoir	IS	EC	979.0	2815000	1007.5	Concrete, barstressed
El Portal Reservoir	IS	CV	280.5	2815000	308.5	Concrete, barstressed
Bryant Reservoir	IS	OR	720.2	2828000	748.7	Concrete, barstressed
Proctor No. 1 Reservoir	TRS	CV	570.4	2836000	599.0	Concrete, barstressed
Colorados Reservoir	IS	WC	531.6	2836000	560.0	Concrete, barstressed
Argyle No. 1 Reservoir	IS	ELS	448.2	2841000	476.8	Concrete, wirestressed
Baseline Reservoir	IS	OR	975.5	2842000	1004.2	Concrete, barstressed
Redwood Reservoir	IS	OAK	556.7	2847000	585.4	Concrete, barstressed

<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Bayview #1 Reservoir	IS	HAY	266.1	2851000	294.9	Concrete, barstressed
Green Valley Reservoir	IS	DAN	514.1	2871000	543.0	Concrete, bar & wirestr
Berryman South Reservoir	IS	OAK	480.1	2890000	509.2	Concrete, wirestressed
Oak Knoll Reservoir	TRS	OAK	562.5	2897000	591.7	Concrete, wirestressed
Madrone Reservoir	IS	OAK	1150.2	2909000	1179.5	Concrete, wirestressed
Scenic Reservoir	IS	BHK	912.0	3000000	951.0	Steel, welded
Castle Hill Reservoir	IS	WC	706.0	3000000	745.0	Steel, welded
Larkey Reservoir	IS	WC	533.3	3041000	564.0	Steel, welded
Woods Reservoir	IS	BER	976.8	3053000	1007.5	Steel, welded
Cull Creek Reservoir	TRS	CV	425.3	3136000	457.0	Steel, welded
Carisbrook Reservoir	IS	OAK	1320.0	3397000	1343.1	Concrete, barstressed
Hawthorne Reservoir	IS	WC	514.5	3600000	550.0	Steel, welded
Scenic East Reservoir	IS	BHK	912.0	4000000	951.0	Steel, welded
Blackhawk No. 1 Reservoir	IS	BHK	1012.0	4500000	1050.0	Steel, welded
Blackhawk No. 2 Reservoir	IS	BHK	1012.0	4500000	1050.0	Steel, welded
Rilea Reservoir	IS	OAK	584.4	4600000	615.0	Steel, welded
Bayview #2 Reservoir	IS	HAY	264.0	4981000	295.0	Steel, welded
Grayson Reservoir	IS	PH	314.3	5000000	350.0	Steel, welded
Road 24 Reservoir	IS	RCH	276.1	5004000	309.6	Concrete, wirestressed
Diablo Reservoir	TRS	DAN	709.0	5024000	742.5	Concrete, bar & wirestr
Los Altos Reservoir	IS	OR	719.7	5031000	753.2	Concrete, wirestressed
San Ramon Reservoir	IS	SR	716.2	5055000	750.0	Concrete, wirestressed
Grizzly Reservoir	IS	LAF	713.0	5126000	745.1	Steel, welded
Emmons Reservoir	IS	AMO	705.0	5500000	743.0	Steel, welded
Tice Reservoir	IS	WC	508.8	9721000	548.8	Steel, welded
Amador Reservoir	IS	SR	600.0	9722000	640.0	Steel, welded
Richmond Reservoir	TRS	RCH	150.4	11380000	201.4	Concrete, cablestressed
Castenada No. 1 Reservoir	IS	SR	701.5	12000000	750.0	Steel, welded
Castenada No. 2 Reservoir	IS	SR	701.5	12000000	750.0	Steel, welded

<b>EXHIBIT J</b>						
Service Area Tank Type Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Alamo Reservoir	IS	AMO	502.0	14000000	550.0	Steel, welded
Walnut Creek Clearwell	IS	WC	336.0	18880000	367.5	Concrete, wirestressed
Walnut Creek CCT	IS	WC	336.0	4000000	368.5	Concrete, wirestressed
Outside of Service Area Tank Type Reservoirs						
Pardee Ctr. Supply Res. (Raw water)		VS		50,000		Steel, welded (Tower)
Pardee Ctr. Dist. Res.		VS		10,000		Steel, bolted
Pardee Ctr. Rec. Area Res.		lone		50,000		Steel, bolted
Camanche NS Rec Area So. Tank		lone		125,000		Steel, welded
Camanche NS Rec Area No. Tank		lone		125,000		Steel, bolted
Camanche SS Rec Area No. Tank		Bur		125,000		Steel, bolted
Camanche SS Rec Area No. Tank		Bur		125,000		Steel, bolted
Camanche Pumping Plant EQ Tank		Bur		4,000,000		Concrete, wirestressed

<b>EXHIBIT K</b>						
Service Area Open Cut Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP (GAL)	OVFLW ELEV	CONST TYPE
Fay Hill Reservoir	IS	MOR	932.3	2501000	952.1	Open cut, lined, roofed
Schapiro Reservoir	IS	RCH	482.0	4058000	511.8	Open cut, lined, roofed
Dingee Reservoir	IS	OAK	755.9	4748000	772.0	Open cut, lined, roofed
San Pablo Clearwell	IS	KEN	219.0	5425000	236.5	Open cut, lined, roofed
USL Clearwell	IS	OAK	362.0	6620000	381.5	Open cut, lined, roofed
Almond Reservoir	IS	CV	445.1	6623000	465.9	Open cut, lined, roofed
Argyle No. 2 Reservoir	IS	ELS	452.1	7154000	477.0	Open cut, lined, roofed
Claremont Reservoir	IS	BER	279.9	8085000	300.3	Open cut, lined, roofed
Sobrante Clearwell	IS	ELS	214.4	8180000	243.3	Open cut, lined, roofed
Watson Reservoir	IS	SR	606.5	10000000	640.1	Open cut, lined, roofed
39th Ave Reservoir	IS	OAK	411.3	10186000	432.5	Open cut, lined, roofed
Moraga Reservoir	IS	MOR	720.7	11500000	750.1	Open cut, lined, roofed
Danville Reservoir	IS	DAN	520.0	14530000	547.0	Open cut, lined, roofed
Estates Reservoir	IS	OAK	742.8	17620000	770.0	Open cut, lined, roofed
Leland Reservoir	IS	LAF	331.6	19450000	359.2	Open cut, lined, roofed
Maloney Reservoir	IS	PIN	289.1	22300000	323.0	Open cut, lined, roofed
Summit Reservoir	IS	BER	797.0	36990000	816.3	Open cut, lined, roofed
South Reservoir	IS	CV	183.0	50390000	223.1	Open cut, lined, roofed
Dunsmuir Reservoir	TRS	OAK	179.5	65460000	223.0	Open cut, reinf conc buried
North Reservoir	IS	RCH	177.6	73490000	215.5	Open cut, lined, roofed
Central Reservoir	IS	OAK	150.3	153800000	202.2	Open cut, lined, roofed

<b>EXHIBIT L</b>						
Service Area Supply Reservoirs						
FACILITY NAME	FAC STATUS	CITY	BOT ELEV	CAP ACRE FT.	OVFLW ELEV	CONST TYPE
Briones Res.	IS	OR	NO DATA	60510	576.1	Earth Dam
Chabot Res.	IS	SL	NO DATA	10350	227.3	Earth Dam
Lafayette Res.	IS	LAF	NO DATA	4250	449.2	Earth Dam
San Pablo Res.	IS	RCH	NO DATA	38600	301.7	Earth Dam
Upper San Leandro Res.	IS	OAK	NO DATA	37960	460	Earth Dam



# SAMPLES

EAST BAY MUNICIPAL UTILITY DISTRICT  
**UNDERWATER OPERATIONS PERMIT**  
 (Retain On-Site for Inspection During Duration of Dive)  
 See Other Side for Additional Requirements

Location: \_\_\_\_\_ WO/PO # \_\_\_\_\_

Nature of Work: \_\_\_\_\_ Project # \_\_\_\_\_

Dates of Work: From \_\_\_\_\_ to \_\_\_\_\_

Issued by: \_\_\_\_\_ EBMUD ID # \_\_\_\_\_  
 (EBMUD On-Site Contact)

**NOTE(s):**

- No Permit may exceed 30 days; issue new Permit if additional time is needed
- Issue new Permit if Nature of Work Changes

**Contractor Information**

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

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Mobile: \_\_\_\_\_

<b><u>Permit Condition</u></b>	<b>YES (Initials)</b>	<b>*NO</b>	<b>N/A</b>
<b>1) <u>Contractor certifies that:</u></b> <ul style="list-style-type: none"> <li>• All diving operations will strictly conform to the pertinent requirements of Title 8, California Code of Regulations (CalOSHA) Subchapter 7. <i>General Industry Safety Orders Group 26 - Diving Operations</i>;</li> <li>• A Dive Plan has been specifically created for this project;</li> <li>• All diving operations will strictly conform to all other particular specification requirements: (i.e., AWWA standard for disinfection of water storage facilities Section 5: <i>Disinfection Procedures When Conducting Underwater Inspection of Potable Water Storage Facilities</i>);</li> <li>• All divers have a minimum of two years commercial diving experience. Proof of diver qualifications are: 2<sup>nd</sup> Class U.S. Navy Diver Training; or, ANSI/ACDE 01-1998 Commercial Diver Certification; or, detailed documentation of training and direct potable water tank inspection work experience (District Requirement);</li> <li>• All dives in treatment plants or raw water facilities will be performed by divers experienced in water facilities and who have a minimum of two years experience diving in tanks. A diver making entry must be qualified by their employer in the specific task(s) to be accomplished such as coating inspection,</li> </ul>			

<p>welding inspection, concrete inspection, non-destructive testing (ANSI Level II required as minimum), cutting and burning equipment, underwater welding equipment, and a broad array of air tools as required;</p> <ul style="list-style-type: none"> <li>• All facilities, structures, or equipment subject to CalOSHA lockout/tagout provisions shall be locked and tagged out PRIOR to and for the remainder of the time a diver is within the facility or structure.</li> <li>• All divers have knowledge of construction practices as related to the fabrication of both steel and concrete tanks and basins;</li> <li>• Full time voice communications between surface support and diver(s) will be maintained. The diver shall exit the water if communications are disrupted.</li> <li>• All personnel on the dive team are free of communicable diseases and have not have been under a physician's care within the seven-day period prior to entering the facility. (EBMUD retains authority to request a physician's assurance that personnel are free of water-transferable communicable diseases).</li> </ul>			
2) Contractor possesses a valid and active Class "A" license from the California Contractors State License Board.			
<b>* Work may not proceed if ANY question answered NO</b>			
<b>3) On-Site Dive Team:</b> <ul style="list-style-type: none"> <li>• Person-in-Charge: _____</li> <li>• Diver(s): _____</li> <li>• Surface Support Team: _____</li> </ul>			

<b><u>EBMUD Contact Information</u></b>	
Project Manager: _____	Telephone: _____
(Attach Specification, or work description, or other requirements to this Permit)	
<b><u>ADDITIONAL CONTACT INFORMATION</u></b>	
OCC: 510-287-0775 <b>TELEPHONE RADIO OPERATOR:</b> 866-403-2683	
SECURITY: 510-287-0999 <b>WASTEWATER CONTROL CENTER:</b> 510-287-1522	
PARDEE ACC: 209-772-8208	

<b>Additional Information:</b> _____ _____ _____ _____ _____ _____
---

Version II  
03/27/08

Forward copy of completed permit to: WHS (MS704)  
(WHS scan to appropriate facilities DOX file)  
DOX: DOXID# \_\_\_\_\_



# CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department:

Street Address: 375 11<sup>th</sup> Street, MS 102

Mailing Address: PO Box 24055, MS 102

City, State, Zip: Oakland, CA 94623-1055

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

District Contract Number: PUR 096 - Diving and ROV Inspection Services

Insured:

Address:

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

Diving and ROV Inspection Services at EBMUD's water and wastewater facilities as need

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

\$3,000,000/Occurrence, Bodily Injury, Property Damage-General Liability

\$3,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage-Boating Policy

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

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

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

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

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

Signed \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_



## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department:  
Street Address: 375 11<sup>th</sup> Street, MS 102  
Mailing Address: P.O. Box 24055, MS 102  
City, State, Zip: Oakland, CA 94623-1055

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

District Contract Number:

(Completed by EBMUD)

PUR 096 - Diving and ROV Inspection Services

Insured:

Address:

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**Diving and ROV Inspection Services at EBMUD's water and wastewater facilities as need**TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

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

**INSURANCE COMPANY:****POLICY NUMBER:****POLICY  
TERM:**

From:

To:

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

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

Signed:

Date:

Firm:

E-mail

Address:

Phone:

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



## CERTIFICATE OF POLLUTION LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: \_\_\_\_\_  
Street Address: 375 11<sup>th</sup> Street, MS 102  
Mailing Address: PO Box 24055, MS 102  
City, State, Zip: Oakland, CA 94623-1055

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

District Contract Number: PUR 096 - Diving and ROV Inspection Services

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

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

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

Diving and ROV Inspection Services at EBMUD's water and wastewater facilities as need

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

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

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

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

**POLICY TERM:**

From: \_\_\_\_\_

To: \_\_\_\_\_

**POLICY TAIL:**

From: \_\_\_\_\_

To: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Authorized Signature of Broker, Agent, or Underwriter

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

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

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

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

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



## CERTIFICATE OF BUILDER'S RISK INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: \_\_\_\_\_  
Street Address: 375 11<sup>th</sup> Street, MS 102  
Mailing Address: P.O. Box 24055, MS 102  
City, State, Zip: Oakland, CA 94623-1055

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

District Contract Number: PUR 096 – Diving and ROV Inspection Services

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

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

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

Diving and ROV Inspection Services at EBMUD's water and wastewater facilities as need

**TYPE OF INSURANCE:** Builder's Risk Insurance per EBMUD Contract Specification

**MINIMUM LIMITS OF LIABILITY:** 100% of the replacement value of the work in the project described above.

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

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

**POLICY TERM:**

From: \_\_\_\_\_

To: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Authorized Signature of Broker, Agent, or Underwriter

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

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

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

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

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

SUBCONTRACTOR PAYMENT REPORT (P-047)

This information reference data from the Contract Equity Program Summary (P-035)

Project Name:

Construction Spec. No.:

Agreement Date:

Notice To Proceed Date:

Project Completion Date:

Original Contract Amount:

Revised Contract Amount:

Submission Date:

BUSINESS NAME	VENDOR ID NUMBER	CONTACT NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	BUSINESS PHONE NO.	WORK PERFORMED	WM WW EMM EMW	ORIGINAL DOLLAR AMOUNT	REVISED DOLLAR AMOUNT*	TOTAL PAYMENTS TO DATE	PROJECTED TOTAL PAYMENTS
PRIME:													
SUB:													
PAGE 1 SUB-TOTALS & PERCENTAGES													
*If revised \$ amount is less than original \$ amount by 10% or more, include statement justifying reason(s) for change.								White Men (WM) WM %		\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!
								White Women (WW) WW%		\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!
								Ethnic Minority (EM) EM%		\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!



BUSINESS NAME	VENDOR ID NUMBER	CONTACT NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	BUSINESS PHONE NO.	WORK PERFORMED	WM WW EMM EMW	ORIGINAL DOLLAR AMOUNT	REVISED DOLLAR AMOUNT*	TOTAL PAYMENTS TO DATE	PROJECTED TOTAL PAYMENTS
TOTAL PAYMENTS & TOTAL PERCENTAGES													

The undersigned verifies that the information provided is corrected.

Date

Signature

Print Name

White Men (WM) WM %	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!
White Women (WW) WW%	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!
Ethnic Minority (EM) EM%	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!	\$0 #DIV/0!

**SAMPLE 7**

**EBMUD**

**COMPREHENSIVE**

**INSPECTION REPORT**



**BISHOP #1 RESERVOIR**

Report Date: 1/13/2014

## LIST OF FIGURES

Figure 1: Bishop #1 Reservoir Overview .....	3
Figure 2: External Ladder .....	4
Figure 3: Duckbill Valve .....	5
Figure 4: Manway External View .....	6
Figure 5: Anchor Guide Pins .....	7
Figure 6: Anchoring System.....	8
Figure 7: Chemical Injection and Sampling Cabinet .....	9
Figure 8: Valve Pit & Entry Well Hatches.....	10
Figure 9: Pit Valves and Piping .....	11
Figure 10: Pit Valves and Piping (Reverse View) .....	12
Figure 11: Roof Safety Railing.....	13
Figure 12: Roof Hatch .....	14
Figure 13: Roof Vent .....	15
Figure 14: Roof Center Vent .....	16
Figure 15: Fall Protection .....	17
Figure 16: Exterior Roof.....	18
Figure 17: Interior Overflow Piping.....	19
Figure 18: Interior Wiring .....	20
Figure 19: Roof Interior (A) .....	21
Figure 20: Roof Interior (B) .....	22
Figure 21: Roof Interior (C) .....	23
Figure 22: Manway Internal View.....	24
Figure 23: Manway Support Chain .....	25
Figure 24: I/O Line .....	26
Figure 25: Chemical and Sample Line Wall Penetrations .....	27
Figure 26: Chemical and Sample Line Piping Support.....	28
Figure 27: Sediment.....	29
Figure 28: Cathodic Protection Anode .....	30
Figure 29: Sample Line Inlet .....	31

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 1: Bishop #1 Reservoir Overview**



Image Source: Camera Image Location and Name: OpNet Media Server IMP0695.jpg	ROV Video Location and Name: OpNet Media Server - 01_08_2014 Bishop1.mpg
--	---

**Bishop #1 Overview:** Bishop #1 is one of two reservoirs located on this site. This tank was placed into service in 2001.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 2: External Ladder**



Image Source: Camera Image Location and Name: OpNet Media Server - IMG0682.jpg	ROV Video Location and Name: OpNet Media Server - 01_08_2014 Bishop1.mpg
--	---

**External Ladder:** Ladder is intact along with safety cage and locking cover.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 3: Duckbill Valve**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0683.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Duckbill Valve:** Valve is in good repair with no obvious signs of damage.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 4: Manway External View



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0687.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Manway:** Locking mechanism is intact and lock is secured with no evidence of leakage or corrosion.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 5: Anchor Guide Pins**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0686.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Anchor Guide Pins:** Showing minor signs of corrosion at multiple points. Sealant has pulled away slightly from base of tank at various locations around its circumference.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 6: Anchoring System**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0688.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Anchoring System:** Is in good repair. Nuts are secure.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 7: Chemical Injection and Sampling Cabinet**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0684.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Chemical Injection and Sampling Cabinet:** In good repair and fully serviceable.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 8: Valve Pit & Entry Well Hatches**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0693.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Valve Pit & Entry Well Hatches:** Both hatch covers are functioning properly and are secured with locks.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 9: Pit Valves and Piping**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0691.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Pit Valves and Piping:** Area is clean and serviceable. Floor drain is unobstructed.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 10: Pit Valves and Piping (Reverse View)**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0692.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Pit Valves and Piping:** (Reverse view)

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 11: Roof Safety Railing



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0680.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Safety Railing:** Area around tank access hatch is clear. Railing is in good repair.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 12: Roof Hatch

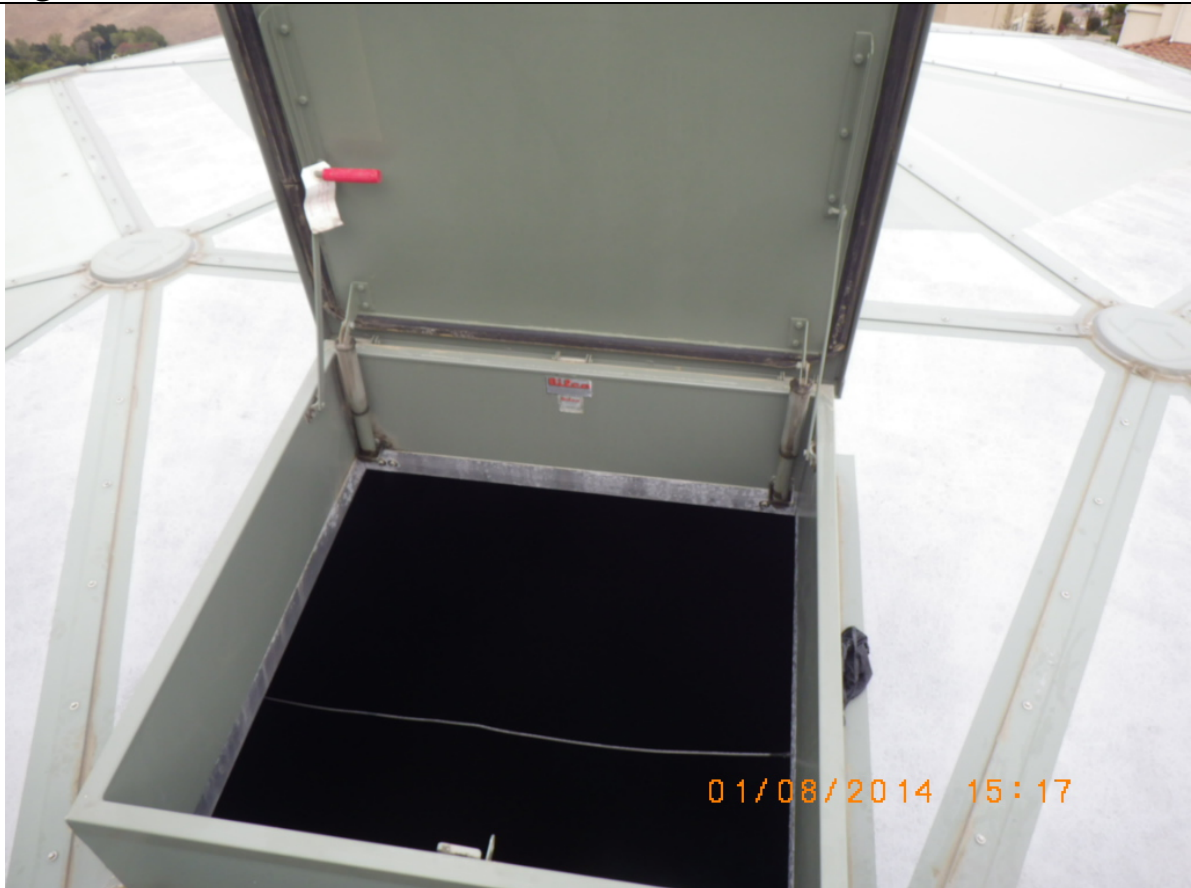


Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0672.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Hatch:** Hatch functions normally and is in good repair. Hatch has lock for securing.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 13: Roof Vent



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0673.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Vent:** Venting is in good repair.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 14: Roof Center Vent**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0678.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Center Vent:** Screen mesh is intact throughout its circumference.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 15: Fall Protection**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0676.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Fall Protection:** Cabling is present, in good repair and attached to center anchor point.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 16: Exterior Roof



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0677.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof:** The roof is free of debris and shows no signs of deterioration.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 17: Interior Overflow Piping**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0666.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Interior Overflow Piping:** Cone is intact.

**Note:** Interior wall coating does not extend to top of reservoir wall. Above coating showing signs of corrosion.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 18: Interior Wiring**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0668.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Interior Wiring:** Cathodic protection and instrumentation wiring are secured to roof supports and appear in good repair.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 19: Roof Interior (A)



Image Source: Camera Image Location and Name: OpNet Media Server – IMG0647.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
--	---

**Roof Interior:** Interior surface is clean and free of corrosion.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 20: Roof Interior (B)**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0643.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Interior:** Interior surface is clean and free of corrosion.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 21: Roof Interior (C)



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0639.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Roof Interior:** Interior surface is clean and free of corrosion.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 22: Manway Internal View**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0595.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Manway:** Interior coating is compromised at multiple points with minor surface corrosion.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 23: Manway Support Chain**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0597.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Manway:** Operating support chain at weld showing corrosion.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 24: I/O Line



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0587.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**I/O line:** Opening is clear of obstructions with bar screen intact. No signs of corrosion.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 25: Chemical and Sample Line Wall Penetrations**

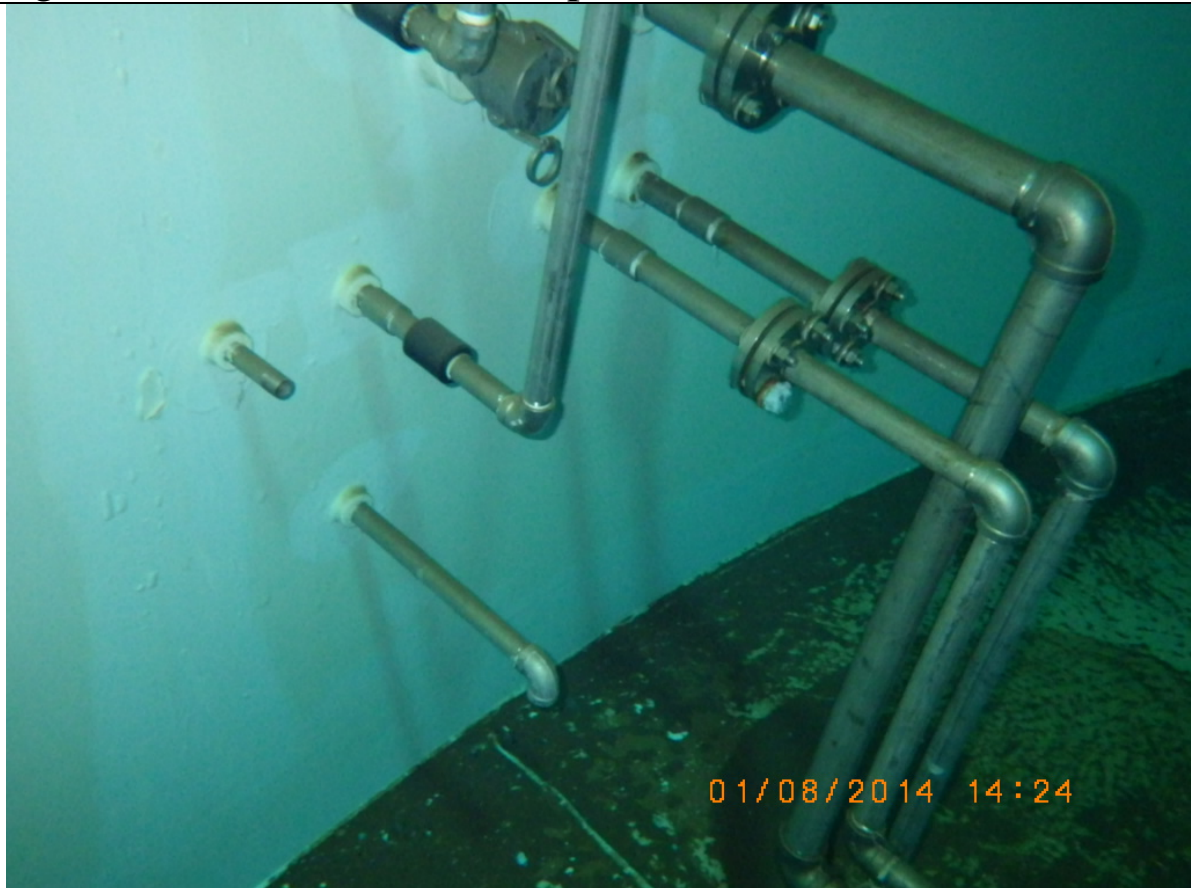


Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0584.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Chemical and Sample Line Piping Wall Penetrations:** Piping in good repair.  
Penetrations have good seals.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 26: Chemical and Sample Line Piping Support**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0585.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Chemical and Sample Line Piping Support:** Footings are in good repair with no signs of corrosion.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 27: Sediment**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0589.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Sediment:** Estimated coverage on tank floor at 85%. Sediment depth is approximately 1/16” to 1/32”.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

Figure 28: Cathodic Protection Anode



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0591.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Anode:** Cathodic production anodes are in good repair.

Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

**Figure 29: Sample Line Inlet**



Image Source: Camera Image Location and Name: OpNet Media Server – IMGP0593.jpg	ROV Video Location and Name: OpNet Media Server – 2014_01_08 Bishop1.mpg
---	---

**Sample Line Inlet:** Inlets are in good repair with secure bracing to tank walls.



Reservoir Name: Bishop #1 Address: S/E Portion of Wiedemann Ranch Development San Ramon	
Reservoir Type: Steel Welded Capacity: 300,000 gallons	Type of Inspection: Comprehensive Date of Inspection: 1/8/2014 By: K. Gee & W. Cherniss

## NOTICE TO BIDDING CONTRACTORS

In addition to the infrastructure highlighted above, when applicable, the inspection report should also include the following:

### Visual Roof Inspection

- Wood - Note areas of discoloration, cracking, splitting, sagging, mold
- Steel - Note areas of corrosion, rust nodules, staining, blistering, pitting, and peeling of coating

### Ceiling Connections

- Roof Girder to Beam – Note evidence of corrosion and rusted bolts
- Roof Beam to Column - Note evidence of corrosion and rusted bolts

### Concrete Slab

- Note overall condition of concrete floor
- Note bubbling and/or blistering in coating
- Note cracked, damaged, or missing sealant at floor and wall joints

### Manway

- Note overall condition of coating
- Note corrosion on swing-arm mechanism
- Note signs of leaking around exterior manway door seal

# SAMPLE 8 - WASTEWATER REPORT OUTLINE

## TABLE OF CONTENTS

### 1.0 MEANS AND METHOD

- 1.1 Lock Out Tag Out (LOTO)
- 1.2 Manhole cover
- 1.3 Confined Space Procedures
- 1.4 Dive Procedures

### 2.0 REPORT LAYOUT FOR PIPE INSPECTION

### 3.0 FINDINGS

- 3.1 Section 1
- 3.2 Section 2
- 3.3 Section 3

### 4.0 LOG OF INSPECTION

#### 4.1 Section 1

Sample Log of Inspection (Excerpt)

JOINT	STATION	VIDEO LAP TIME	VIDEO REAL TIME	AS-FOUND
13	29+84	:34	0242	1 o'clock Rusting/Stains, 9 o'clock rust nodules which are easily wiped away. From 10 o'clock to 2 o'clock spider web cracking between joint 13 & 12
12	29+68	4:37	0246	12 o'clock rusting/stains, 3 o'clock/4 o'clock/9 o'clock rust nodules. 10 o'clock to 2 o'clock are spider web cracking between joints 12 & 11
11	29+52	7:22	0248	1 o'clock to 2 o'clock rusting/stains, 3 o'clock & 9 o'clock positions rust nodules, 10 o'clock rusting/stains, 10 o'clock to 2 o'clock spider web cracking between 11 & 10 (see picture 1), 8' upstream of joint 11 rebar bleeding at 2:30 o'clock
10	29+36	9:36	0251	12 o'clock rusting/stains, 3 o'clock rust nodules & hairline crack along gout in joint. 9 o'clock rust nodules, (see picture 2), 10 o'clock to 2 o'clock spider web cracking between 10 & 9
9	29+20	11:35	0253	3 o'clock rust nodules, 10 o'clock rust nodules, 10' upstream of joint 9 rusting at 12 o'clock, 10 o'clock to 2 o'clock spider web cracking between 9 & 8
8	29+04	13:35	0255	1 o'clock rust nodules, 3-4 o'clock rust nodules, 9-10 o'clock rust nodules. 2'-3' upstream of joint 8 rebar bleeding at 10 o'clock, 10-2 o'clock spider web cracking between joints 8 & 7
7	28+88	15:38	0257	12 o'clock rusting/stain, 3 o'clock rust nodules, 9 o'clock – 10 o'clock rust nodules, 10-2 o'clock spider web cracking between 7-6
6	28+72	17:43	0259	12 o'clock rusting/stains, 3 o'clock rusting/stains, 4 o'clock rust nodules, 9 o'clock rust nodules, 10 o'clock rusting/stains

**4.2** Section 2

**4.3** Section 3

## **5. CONDITION PHOTOS**

Sample of Condition Photos



## **6. WATER DEPTH TABLE AND TIDE CHART**

## **7. SUMMARY**

**Appendix A** Inspection Specifications

**Appendix B** DVD video of Inspection