

**EAST BAY MUNICIPAL UTILITY DISTRICT
REQUEST FOR PROPOSAL (RFP)
for**

**Power Generation Station –
Engine Generators and Auxiliary Equipment
Assessment**

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

**RESPONSE DUE by
4:00 p.m.
on
October 3, 2019
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT
RFP for
Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

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I. STATEMENT OF WORK

A. OVERVIEW

East Bay Municipal Utility District (District) is a publicly-owned utility formed under the Municipal Utility District Act (MUD Act) passed by the California Legislature in 1921. The MUD Act permits the formation of multipurpose government agencies to provide public services on a regional basis. In accordance with the MUD Act's provisions, voters in the East San Francisco Bay Area created the District in 1923 to provide water service.

In 1944, voters decided to create the District's Special District No. 1 to treat wastewater for six East Bay cities. Wastewater treatment began in 1951.

The District has a seven-member Board of Directors, publicly elected from wards within the District's service area. The Board and staff are committed to preserving the region's resources and setting industry standards for the way water and wastewater utilities conduct themselves. The District is a customer-oriented and environmentally-sensitive public agency.

The wastewater system serves approximately 680,000 people in an 88-square mile area. The District provides wastewater services for the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, and the Stege Sanitary District, which includes El Cerrito, Kensington and part of Richmond. The District's wastewater system includes approximately 29 miles of sewer interceptors, seven miles of sewer force mains, 15 pumping stations, three wet weather facilities, and the Main Wastewater Treatment Plant (MWWTP).

B. PROJECT BACKGROUND

The Power Generation Station (PGS) is located at the MWWTP and includes PGS-1, the original three engine generators and auxiliary equipment, installed in 1986; and PGS-2, the turbine, installed in 2011. Refer to Figure 1 for an overview.

PGS-1 includes three dual-fuel (diesel/digester gas) engine generators (Enterprise, model DGSR-46), with three digester gas compressors (Ingersoll Rand PHE Compressors). Upon commissioning, PGS-1 provided nearly 50% of the power needed to run the MWWTP.

PGS-2 was added in 2011 to accommodate increased gas production due to the acceptance of high strength wastes under the Resource Recovery Program. Improvements included a biogas turbine (Solar Mercury 50), gas compressor, digester gas conditioning system, hot water heat recovery system, cooling water system,

electrical and supervisory control and data acquisition (SCADA) upgrades, and a new control building.

A diagram of the gas flow is presented in Exhibit D. Gas typically flows from the digesters (including Digester 2 with the Dystor cover) to the digester gas conditioning system (DGCS), and then to the engines and turbine. The low pressure gas holder (LPGH) tank acts as a wide spot in the piping between the DGCS and the turbine and engines. During typical automatic operation, the DGCS blower maintains a constant level in the LPGH tank. This provides a uniform header pressure (approximately 6 inches of water column ["WC]) upstream of the compressors for both the engines and turbine. The header pressure is boosted to 60-70 pounds per square inch (psi) for the engines and to 250 psi for the turbine. If gas production exceeds available capacity of the engines (~600 standard cubic feet per minute [scfm]/engine) and turbine (~1,200 scfm) then the balance of the gas is flared. There are four flares (900 scfm/flare) connected to the gas header upstream of the DGCS. Digester gas can also be used in a 700 scfm boiler to provide heating for digesters.

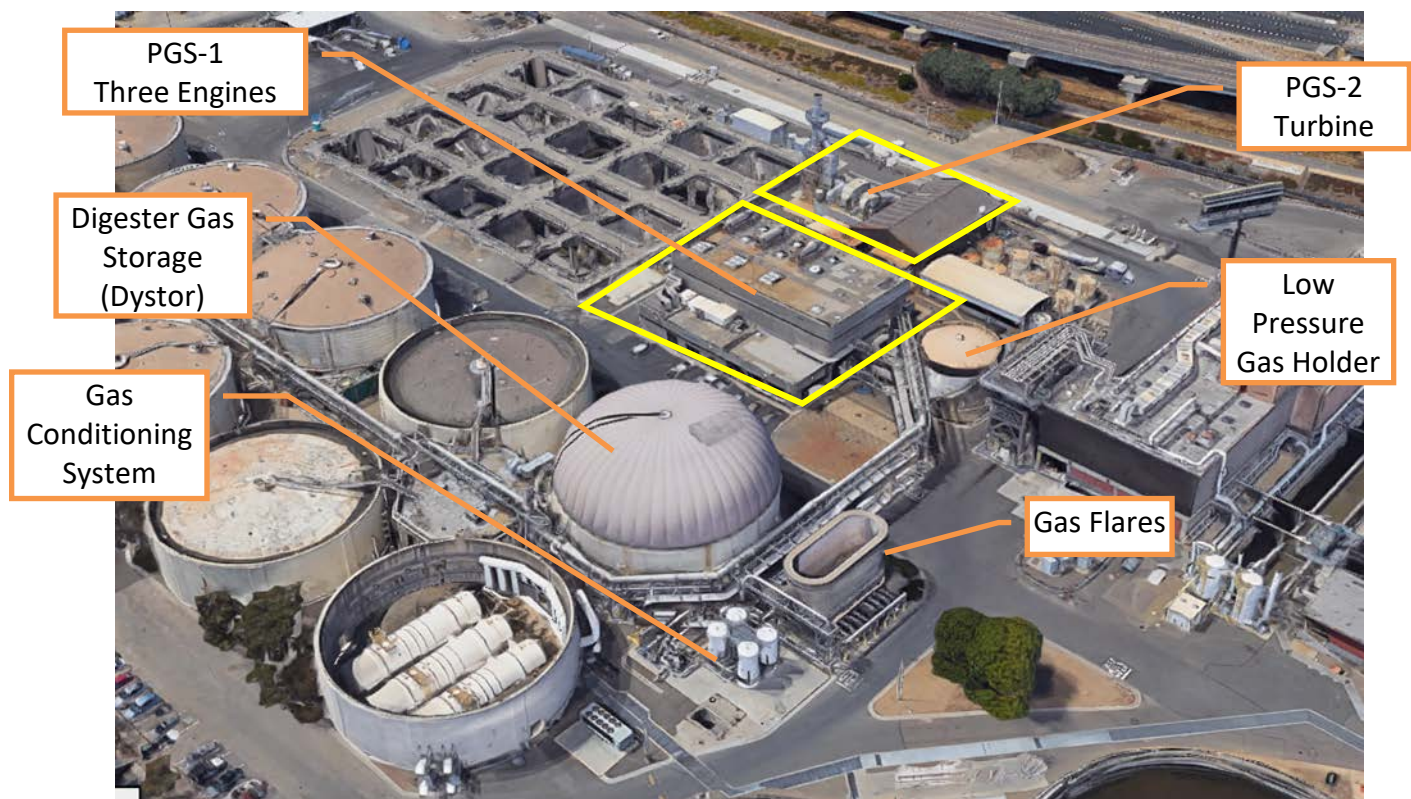


Figure 1: Existing PGS Layout

Current electrical generation capacity is 10.9 megawatt (MW) (gross), allowing the MWWTP to be energy “self-sufficient” and export energy generated onsite.

Typically the turbine and two engines are operated together, with the remaining biogas flared when either there is not enough gas or the third engine is unavailable. Biogas flow is variable but ranges from 1,200 to 5,200 scfm, with an average 2,250 scfm. Currently, roughly 83% of the biogas is utilized. The goal is to maximize electrical generation and minimize flaring of biogas.

Full electrical generation has not been possible due to a variety of reasons, but mostly related to reliability issues associated with the engines and auxiliary equipment. Though the District maintains this facility and its equipment through an intensive maintenance program including in-house maintenance, contracted services, and capital improvements, there still has been significant down time with the engines.

The District currently has no plans to move away from onsite energy generation; so, it is critical that this facility continues to be maintained and operated in a reliable and efficient manner.

Current and Planned Capital Improvement Projects

1. Engine Rebuilds – Currently, the three engines and generators are being rebuilt. The District typically rebuilds the engines every five to ten years. The rebuild for Engine 2 is expected to be complete in September 2019, and the rebuilds for Engines 1 and 3 are expected to be complete in early 2020.
2. PGS Reliability Phase 3 – Improvements are focused on the engines and auxiliary equipment and include a cooling tower to replace the existing radiator, a redundant DGCS gas blower, new heat exchangers, engine injector and pressure monitoring upgrades, and replacement of corroded piping. Design is expected to be complete by the end of 2020, and construction will take place in 2021-22.
3. Digester Upgrades Phase 3 – Scope includes installing dual-membrane gas holders on two additional digesters (total of three digesters will have gas holders when the project is complete) and pumped mixing systems for the three second stage digesters. At the end of this project, the District intends to increase the gas system working pressure from 6-7”WC to 9-10”WC. Design is complete, and construction is anticipated to take place from late 2019 to early 2021. After construction is complete, all digester roofs will be fixed or will have a dual membrane, so the operating pressure will be raised from the current 6.7”WC, flares-on, to 9-10”WC, flares-on.

C. PROPOSER QUALIFICATIONS

The District is requesting proposals from Proposers with experience with dual-fuel (biogas-diesel) engine generators and auxiliary equipment for power generation. Upon award of the contract, the District will provide facility design and performance criteria, historical operation data, current operating practices, and planned modifications in support of the tasks further defined in the Scope of Work section.

To be considered for this project, the proposing firm must demonstrate that the firm, subconsultants and the persons proposed for this project have the necessary expertise and knowledge in dual-fuel Enterprise engine generator systems to meet the objectives and scope described herein, including meeting the required minimum qualifications. References must also be provided to allow the District to verify the project scope, performance, and quality of past projects.

Proposer Minimum Qualifications shall include:

1. The selected Proposer shall oversee and coordinate all aspects of the proposed project team's scope of work. The lead Proposer qualifications must demonstrate experience on projects of similar type, size, and complexity as the proposed project. Experience must include at least the following:
 - a. Three projects involving maintenance, operation or improvement planning for generation systems within the last ten (10) years with a minimum fee of \$50,000. At least one of these projects must have included work on Enterprise dual-fuel engines with a minimum generation capacity of 1 MW per engine.
 - b. The relevance of cited projects and the experience of specific individuals proposed for the current project should be emphasized.
2. Project Team: Clearly indicate key personnel comprising the project team with the required experience. Experience of the project team (including subconsultants) must include at least the following:
 - a. Two projects involving improvements to engine automation, engine efficiency, and safety for engines.
 - b. Two projects involving the implementation or planning of maintenance activities including engine rebuilds, tuning, spare parts provisioning, and maintenance-related training.

3. Project Manager/Key Personnel: Provide both technical and managerial qualifications for the proposed Project Manager and Key Personnel. Proposed personnel must meet the following minimum requirements:
 - a. Project Manager must have successful experience in completing similar projects within the last ten (10) years and must be an employee of the lead firm with at least ten (10) years of experience.
 - b. Key Personnel must have at least five (5) years of experience in their respective disciplines and must demonstrate capabilities from at least two projects in one or more of the experiences stated above.
4. The Project Manager will be the primary District contact, and is responsible for the day-to-day management of the project, ensuring that the project scope, budget, and schedule are met. The following information should be provided for the Project Manager and Key Personnel:
 - a. Years of experience.
 - b. Resumes (should demonstrate experience beyond minimum qualification requirements).
5. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

D. SCOPE OF WORK

Area of Evaluation

At a minimum, reference to “engines and auxiliary equipment” in this RFP shall be understood to include: the engines (including turbochargers, pilot fuel oil system, and governor), generators (including voltage regulators, exciters, switchgear, load shedding, battery system, surge protection, and grounding resisters), gas compressors, air supply system, lube oil systems, cooling water systems, LPGH tank, high pressure surge tank, boiler, emergency generator, instruments, programmable logic controller (PLC), fire suppression system, and gas detection system.

Evaluation of the Solar turbine and the gas conditioning system, which were installed as part of the PGS-2 project, are not included in this evaluation.

Contract Duration

The District intends to award an extended contract to the Proposer who best meets the District’s requirements. After the engine generator and auxiliary equipment assessment work is complete (when all tasks except Task 8 are complete), the

Proposer will be retained for as-needed, on-call services. Project milestones will be in accordance with PART II, “Calendar of Events.”

Task 1: Condition Assessment

Evaluate the condition of the engines and auxiliary equipment to document issues affecting system reliability, operability, gas utilization, and power production efficiency. Evaluation will include:

- a. Condition assessment of engines and auxiliary equipment, including waste heat recovery, cooling, lubrication and other systems.
- b. Conduct interviews with key staff and stakeholders to identify and document ongoing operations and maintenance (O&M) issues affecting equipment downtime and operability.
- c. Compile and update control strategies for equipment. Make recommendations for control strategy revisions for improved efficiency and reliability.
- d. Assess the District’s procedures for reviewing and evaluating operating data.
- e. Review records of unplanned shutdowns for engines and auxiliary equipment.

Deliverables: Provide draft and final condition assessment report. Submit a draft report so that the District has an opportunity to provide comments prior to the final report.

Task 2: Maintenance System Evaluation

Evaluate current and past maintenance practices. Provide recommendations for improved maintenance of the engines and auxiliary equipment. Evaluation shall include:

- a. Review and document existing maintenance practices including preventative maintenance, contracted services, and other in-house maintenance. Review overhaul reports and maintenance logs. If any maintenance practice or documentation is found to be deficient, the Proposer will provide recommendations to address issues found.
- b. Evaluate each engine’s health. Include engine performance testing.
- c. Review spare parts and equipment inventory. In particular, identify those spare parts which have long lead times. Update spare parts lists to include latest equipment modifications.
- d. Evaluate and update current maintenance schedules.

- e. Provide manufacturer recommendation texts such as Service Information Memos (SIMs) for DGRS-46 and other maintenance/operation bulletins.

Deliverables: Provide draft and final reports, listing work performed and recommendations. The District will provide comments on the draft report prior to the final report.

Task 3: Safety Evaluation

The Proposer shall perform a safety evaluation of the engines and auxiliary equipment to ensure it meets current code and industry safety standards.

- a. Evaluation shall include visually inspecting operating equipment, photo documenting issues, and providing a list of recommendations.
- b. Recommendations shall include budget estimates of equipment and labor to correct, in addition to a replacement timeframe (e.g., immediate or long-term).

Deliverables: Provide draft and final reports, documenting issues and recommended corrections. The District will provide comments on the draft report prior to the final report.

Task 4: Roadmap Planning for Equipment

Provide recommendations for future engines and auxiliary equipment improvements. Recommendations will be used to support the next Capital Improvement Plan (CIP) for the PGS area. The Proposer shall provide justification as to why changes are necessary. This task consists of the following elements:

- a. Identify improvements which should be implemented immediately.
- b. Develop a short-term (5-10 years) plan, including upgrade opportunities.
- c. Develop a long-term (15+ years) plan, including upgrade opportunities.
- d. Evaluate options to maximize digester gas consumption, engine performance and reliability, and heat recovery.
- e. Provide budget, including labor, equipment and materials, for any proposed upgrades/improvements.

Deliverables: Draft and final roadmap reports. The District will provide comments on the draft report prior to the final report.

Task 5: Update O&M Manuals

Proposer shall update existing O&M manuals to reflect current engines and auxiliary equipment.

- a. The Proposer shall scan and digitize existing O&M manuals and training materials, and convert them to electronic PDF format. Electronic files shall be cataloged and indexed.

There are 30 to 40 existing unscanned O&M manuals which include 6,000 to 10,000 sheets. These original hardcopies were compiled when the equipment was installed in 1986. O&M binding varies and includes: three-ring binders, plastic comb binding, loose sheets in folders, large format (42 inch x 34 inch) blue-line drawings, etc.

There are also 2,000 to 3,000 sheets from O&M manuals and training materials that have already been scanned by the District and that shall be included in the O&M compilation.

- b. The Proposer shall edit manuals by removing outdated information and adding current information. Updates and edits should include, but not be limited to, sequence of operation, key equipment identification, control descriptions, photos and drawings.
- c. Electronic O&M information shall be developed in a format that will allow the District to easily make edits and add information in the future. New text shall be developed in the most current version of Word.

Deliverables:

- a. Proposer will be required to submit a draft copy of the O&M manuals for the District's review and comment. The draft shall be submitted in electronic format and one hardcopy. The District will provide comments on the draft prior to the final report. Hardcopy shall be delivered in three-ring binders.
- b. For the final version, Proposer will be required to submit electronic copies and two hardcopies in three-ring binders. Three-ring binders shall be no thicker than 3.5 inches. Electronic copies shall be delivered in PDF format as well as Word format where new text has been developed.

Task 6: On-site Training

Task 6A – Hands-On Training

- a. Proposer will provide hands-on training services for the District's staff to improve their knowledge of the engines and auxiliary equipment.
- b. Training will include an engine tune-up, original equipment manufacturer (OEM) recommended preventive maintenance (PM) inspection, and engine balancing.
- c. At a minimum, the training will be held over two days, six hours each day. The two-day hands-on training will also be repeated for off-shift staff.

Task 6B – Classroom Training

- a. Proposer will develop a training course for the engines and auxiliary equipment. Training shall incorporate the updated O&M manuals.
- b. At a minimum, the training will be held over two days, six hours each day. The two-day classroom training will be repeated for off-shift staff.

Deliverables:

- a. All training materials, as well as trainer qualifications, shall be submitted for District review. Materials and trainer shall be acceptable to the District before training can begin.
- b. Proposer will provide the District with electronic copies of all training materials.

Task 7: User Group Meetings

The Proposer will budget for a minimum of five (5) onsite meetings with the District's project user (stakeholder) group.

- a. At a minimum, the following user group meetings will be required:
 1. Project kick-off meeting
 2. Meeting to review condition assessment and recommendations
 3. Meeting to review maintenance evaluation and recommendations
 4. Meeting to review roadmap planning scenarios
 5. Final meeting to present findings and recommendations
- b. Assume meetings are two hours each.

Deliverables: Proposer will prepare materials and lead all meetings. The District will review meeting materials ahead of time and provide guidance regarding meeting agendas.

Task 8: On-Call Technical Assistance

The contract will include an extended contract timeframe during which the Proposer will be required to provide on-call technical assistance to address planned and unplanned issues. Onsite assistance may be required. Proposer should assume ten hours of assistance per month over the duration of the contract. Actual scope work under this task may vary from zero hours to the maximum allowed hours.

Deliverables: The District will authorize work under this task, as needed. Proposer will be expected to respond promptly to assist with resolution of urgent issues.

E. PROJECT DOCUMENTATION

As a requirement for completion of the contract, Proposer shall provide the District with drawings, figures, and other supporting documents and studies, in addition to O&M manuals and training materials. Documentation shall be provided to the District in hardcopy and electronic formats. Drawings should be in current AutoCAD or MicroStation formats.

F. PROJECT BUDGET

The District's estimated budget for this project is \$100,000 to \$150,000.

II. CALENDAR OF EVENTS

EVENT	DATE
RFP Issued	September 6, 2019
Response Due	October 3, 2019 by 4:00 p.m.
Anticipated Board Date	December 10, 2019
Anticipated Contract Start Date	January 6, 2020
Anticipated Final Report Deliverable Date	May 18, 2020
Anticipated Contract End Date	January 9, 2023

Note: All dates are subject to change.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.

3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

RFP responses will be evaluated and scored according to the Evaluation Criteria and Points Possible below. The scores for all Evaluation Criteria will then be added to arrive at a score for each RFP response. An RFP response with a high total will be ranked higher than one with a lesser total.

The Evaluation Criteria and Points Possible are as follows:

	Evaluating Criteria	Points Possible
A.	Project Approach <ol style="list-style-type: none"> 1. Does the Proposer demonstrate an understanding of the District's goals and objectives for this project? 2. Does the Project Approach submitted demonstrate that the Proposer has an understanding of the Scope of Work? 3. What is the value added for any proposed modifications to the Scope of Work? 	30
B.	Project Management <ol style="list-style-type: none"> 1. Does the Labor Hour Estimate demonstrate a reasonable approach to successful project completion? 2. Does the proposed Schedule provide a reasonable approach to successful project completion? 	25
C.	Proposer and Key Personnel <ol style="list-style-type: none"> 1. Based on the submitted information for Key Personnel and attached resumes, does the proposed team have the technical expertise to complete the required tasks? 2. Do references confirm that the Proposer, Key Personnel, and any subconsultants are well qualified for this project, regularly adhere to budget and schedule, are responsive, and regularly provide quality deliverables? 	40
D.	Contract Equity Program Compliance Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A, "Contract Equity Program & Equal Employment Opportunity," <u>and</u> they check the appropriate box, requesting preference, in Exhibit A, "Proposer Information and Acceptance."	5

C. PRICING

1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

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

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

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

Protests must be mailed 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 proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five (5) business days from the date of receipt of the requesting organization’s determination on the protest. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

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

E. INVOICING

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

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING PROJECT SCOPE:

Attn: Brian Dunstan, Associate Civil Engineer

EBMUD - Treatment Division, Wastewater Treatment Optimization

E-Mail: Brian.Dunstan@ebmud.com

PHONE: (510) 287-7037

FOR INFORMATION REGARDING 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’s 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:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Power Generation Station – Engine Generators and Auxiliary Equipment
Assessment
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Power Generation Station – Engine Generators and Auxiliary Equipment
Assessment
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

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

5. Sealed proposals shall include the following:
 - a. One (1) original RFP response with inked signatures (Exhibit A – RFP Response Packet) including:
 - 1) All documentation stated in the “Required Documentation and Submittals”
 - 2) Applicable Contract Equity Program forms
 - b. Three (3) hard copies of the RFP response in its entirety.
 - c. One (1) electronic copy of the RFP response in its entirety. The file must be on a disk or USB flash drive and enclosed with the sealed original and hard copies of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an exact copy of the original Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
 - d. One original Fee Estimate, sealed separately, as described in Exhibit A, “Required Documentation and Submittals.”
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 or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP for

Power Generation Station -

Engine Generators and Auxiliary Equipment Assessment

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- PROPOSERS SHALL SUBMIT ORIGINAL PROPOSAL AND COPIES AS DESCRIBED IN SECTION IV – “RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION.”
- PROPOSERS WHO DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE.



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____

REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal (maximum 1 page)**: The RFP response shall include a description of the Proposer's capabilities in providing their services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should be easily understood. The letter should be signed by an individual having authority to execute an agreement with the District.
2. **Project Approach (maximum 5 pages)**: The RFP response should include a clear and complete description of each task required to fulfill the project objectives, and in sufficient detail to present Proposer's approach. In general, the project approach should demonstrate:
 - (a) Adequate resources and expertise to complete the project tasks described in the Scope of Work.
 - (b) A thorough understanding of the issues faced at the PGS facility and the opportunities for increasing equipment reliability and efficiency.
 - (c) Knowledge of the most current technologies in dual-fuel engine generator operation which may be used to improve system performance.
 - (d) Description of how the Proposer will use existing data, information and in-house expertise to analyze opportunities to ensure reliable, cost-effective long-term operations at the PGS facility.
 - (e) Description of how the Proposer will work with District staff to develop alternative operating procedures/process controls and implement a monitoring and evaluation program that will ensure lasting results.

Proposer should describe each task in sufficient detail to present a clear summary of their approach, using the information presented in the RFP as a guide. Clearly identify planned meetings and deliverables for each task. Discuss any reasons for significant changes to the scope of work. As part of the proposal, Proposers are encouraged to recommend changes or additions to the scope of work that may improve performance or reduce costs. Portions of the tasks may be performed concurrently.

3. **Key Personnel (no limit on number of pages)**: The RFP response shall include a complete list of all Key Personnel associated with the RFP. 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 project covered by this RFP.

- (c) The person's relevant experience, certifications, and/or merits.
- (d) At least three (3) client references for the project manager.
- (e) At least two (2) client references for each of the other key staff members.
- (f) Full resumes can be included for Proposer's staff as an Appendix to the RFP response.

4. **References (maximum of 3 pages):** Proposers shall provide references that demonstrate successful experience required for this project and shall include the following:

- (a) Proposers must use the "References" section of this Exhibit A – RFP Response Packet to provide references.
 - Proposers should verify that 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.
- (b) The District will 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.
- (c) The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

5. **Schedule (maximum 1 page):** Develop a schedule for the project including deliverables and other milestone dates in order to meet the required scope of services. Clearly identify the critical path and tasks that will run concurrently.

6. **Labor Hour Estimate (no limit on number of pages):** This section shall include an estimate of expected labor hours to complete each task of the Proposed Scope of Work. For each task and subtask, use a matrix chart to demonstrate hours per personnel classification (management, technical, drafting, support personnel, etc.). A sample matrix is provided in Exhibit C Standard Consultant Agreement for East Bay Municipal Utility District and is labeled Exhibit B-2, "Labor Distribution."

The Labor Hour Estimate shall be developed in a contract format and coordinated with the proposed Scope of Work such that it could be used in the agreement with the District pending scope and budget negotiation.

7. **Fee Estimate (no limit on number of pages):** The Proposer's Fee Estimate shall include a fee estimate corresponding to the Labor Hour Estimate proposed above. A sample matrix is provided in Exhibit C Standard Consultant Agreement for East Bay Municipal Utility District and is labeled Exhibit B-1, "Cost Distribution." Fees shall be listed by project task and shall include estimated costs for team member/job title, hourly billing rates, subconsultant markup costs, other direct costs, and estimated budget for the work. The Fee Estimate shall be developed in a contract format and coordinated with the Proposed Scope of Work such that it could be used in the agreement with the District pending scope and budget negotiation.

Submit one (1) hardcopy of the Fee Estimate in a separate sealed envelope. The Proposer's Fee Estimate will remain in the sealed envelope until the top ranked Proposer is selected.

After the top ranked Proposer is determined, the District will review the selected Proposer's Fee Estimate and commence scope and budget negotiations for the agreement. If negotiations are not successful with the top ranked Proposer, the District will commence scope and budget negotiation for the agreement with the next highest ranked Proposer. During the negotiation, District staff will confirm that the proposed level of effort (hours and fees) is proportional and commensurate with the scope.

It should also be noted that the District reserves the right to review the reasonableness of overhead rates, other direct costs, expenses, and mark-ups, and to request changes in maximum billing rates. Compensation will be based on an hourly rate with a fixed cost ceiling.

Billing rate escalation shall be included in the overall proposed Fee Estimate. During the course of the agreement, billing rates may not be escalated unless the project proposed schedule is significantly extended, at which time, new rates may be incorporated into the agreement; however, the cost ceiling shall remain the same. The cost ceiling shall only be modified as mutually agreed to by both the District and the Proposer, and as stipulated in the agreement due to changes in scope.

8. **Exceptions, Clarifications, Amendments (no limit on number of pages)**: 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.

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

9. **Contract Equity Program (no page limit, as required by CEP)**: 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," Form P-40, "Contract Equity Participation," and Form P-41, "Good Faith Outreach Efforts Documentation," as required. 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.
10. **Appendix (no limit on number of pages)**: Full resumes of Key Personnel can be added as an appendix.



REFERENCES

RFP for PGS – Engine Generators and Auxiliary Equipment Assessment

(Provide a minimum of five references)

Proposer Name: _____

REFERENCE 1

Company Name:

Contact Person:

Address:

Telephone Number:

City, State, Zip:

E-mail Address:

Services Provided / Date(s) of Service:

REFERENCE 2

Company Name:

Contact Person:

Address:

Telephone Number:

City, State, Zip:

E-mail Address:

Services Provided / Date(s) of Service:

REFERENCE 3

Company Name:

Contact Person:

Address:

Telephone Number:

City, State, Zip:

E-mail Address:

Services Provided / Date(s) of Service:



REFERENCES

RFP for PGS – Engine Generators and Auxiliary Equipment Assessment (Provide a minimum of five references)

Proposer Name: _____

REFERENCE 4	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE 5	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



REFERENCES

RFP for PGS – Engine Generators and Auxiliary Equipment Assessment
(Provide a minimum of two references for each proposed subconsultant)

Proposer Name: _____

SUBCONSULTANTS (if proposed)

REFERENCE 1 – SUBCONSULTANT	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

REFERENCE 2 – SUBCONSULTANT	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Add a sheet for each subconsultant



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

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.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

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

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:

INSURANCE

A. 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. Refer to exhibits for examples. 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.

B. 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.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

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

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

D. Commercial General Liability Insurance

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

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. Not applicable
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. Not applicable
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.



EXHIBIT C
STANDARD CONSULTANT AGREEMENT
FOR EAST BAY MUNICIPAL UTILITY DISTRICT

SAMPLE AGREEMENT

Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

CONSULTING AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT (*Project Title*)

THIS Agreement is made and entered into this _____ day of (*month*), 201_, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and (***CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.],*** hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, DISTRICT requires consulting services for (*need for project*); and

WHEREAS, DISTRICT has completed (*completed projects that pertain to this project - optional*); and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for (*state type - "preparation of planning documents", "preparation of design documents", or "construction management support services"*) for the (*project title*) and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies

SAMPLE AGREEMENT

Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the (*state type - for example "engineering"*) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.

- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT 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 CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and

SAMPLE AGREEMENT

Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

DISTRICT shall have no right or authority over such persons or the terms of such employment.

- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1 For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONSULTANT actual costs incurred, subject to a Maximum Cost Ceiling of **\$(dollars)**, plus a Professional Fee (prorata dollar profit). The Professional Fee shall be subject to a Professional Fee Ceiling of **\$(dollars)**. Total compensation under the Agreement shall not exceed a Maximum Agreement Ceiling of **\$(dollars)**. Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2 In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1 This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.

(Include the following paragraph only if your scope of services includes Optional Services.)

SAMPLE AGREEMENT

Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

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

(Optional)

- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (*Consultant Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by

SAMPLE AGREEMENT

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the DISTRICT Project Manager. *(The following sentence is optional.)* CONSULTANT hereby commits an average of *(1 to 100)* percent of *(Consultant Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.

[Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. See CEP office for details.]

- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

(FOR DESIGN PROFESSIONAL CONTRACTS (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE 7.1 BELOW:

7.1 Indemnification

CONSULTANT expressly agrees to defend, indemnify and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expenses, claims, suits, and damages, including attorneys' fees, arising out of or pertaining to, or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

The duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8. CONSULTANT's cost to defend that is charged against the design professional shall not exceed the design professional's proportionate percentage of fault. In the event one or more of other defendant is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

(OR if contract is NOT with a design professional (engineers, architects, landscape architects, land surveyors or their firms) USE THIS PARAGRAPH 7.1 INSTEAD:

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7.1 Indemnification

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

7.2 Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT.

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

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

7.3 Workers Compensation Insurance

CONSULTANT 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, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation Insurance.

Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and

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employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

7.4 Commercial General Liability Insurance

CONSULTANT 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 CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT 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. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

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

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

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

The following coverages or endorsements must be included in the policy(ies): ***(Use only those coverages that apply and type [x] in boxes on Public Liability Certificate. Questions should be directed to Risk Management, x0177.)***

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. Not Applicable
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.

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- 10. Not Applicable
- 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.

7.5 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$1,000,000 of liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

If Errors and Omissions or Pollution Coverage is written on a claims-made form, the following shall apply:

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

Attention: *(contact, usually the consultant's project manager),*

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

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

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Director of (*Wastewater Department or Engineering and Construction Department*)
P.O. Box 24055
Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, 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

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Power Generation Station – Engine Generators and Auxiliary Equipment Assessment

status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

Consultant 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.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date _____
(Name),
(Insert title - Director of Wastewater or Manager of Wastewater Treatment)

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____ Date _____
(Name),
(Title)

Rev. 6/21/19

EXHIBIT A

East Bay Municipal Utility District
(Project Title)

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

(State each task with associated task number; specifically call out any survey work)

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

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EXHIBIT B

East Bay Municipal Utility District (Project Title)

COMPENSATION

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

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

2.1 Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the actual hourly rate for such employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor costs for principals shall be based upon the actual hourly rate of pay for those individuals. Labor rates shall be based on a normal 8-hour day, 40-hour week. DISTRICT will pay all personnel at their regular rate including any work performed on overtime or on holidays or weekends.

2.2 Indirect Costs

DISTRICT shall pay CONSULTANT an overhead expense equal to (*insert overhead rate*) percent of labor costs incurred by CONSULTANT. CONSULTANT acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.

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- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

Subconsultant services shall be billed at cost (plus a (*insert rate*) percent markup).

2.4. Other Direct Costs

Other Direct Costs shall be approved by DISTRICT in advance in writing, and shall be billed at cost, without markup. These costs include, but are not limited to the following:

- 2.4.1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
- 2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:

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- Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
- Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.
- Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
- Lodging accommodations are moderately priced.
- Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.)
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5 Professional Fee

As a portion of the total compensation to be paid to CONSULTANT, DISTRICT shall pay the Professional Fee, subject to the agreed Professional Fee Ceiling of **\$(dollars)** as specified in Exhibit B-1, as profit for services rendered by CONSULTANT covered by this Agreement. CONSULTANT shall earn the Professional Fee based on a **(insert rate)** percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

	<u>Contracted Services</u>	<u>Optional Services</u>	<u>Maximum Services*</u>
Cost Ceiling	\$(dollars)	\$(dollars)	\$(dollars)
Professional Fee Ceiling	(dollars)	(dollars)	(dollars)
Agreement Ceiling	(dollars)	(dollars)	(dollars)

**** (Maximum Services is the sum of Contracted and Optional Services. If your scope has no Optional Services, delete the Contracted and Optional Services columns.)***

The Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Exhibit B-1 and Exhibit B-2. Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and Professional Fee, shall be payable up to the Agreement Ceiling as specified herein.

2.7 Billing and Payment

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CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached.

(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. ")

DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, *(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")*, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. *(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")*

A ceiling price is in effect for the entire Scope of Services. If the authorized Agreement Ceiling, including the authorized Professional Fee Ceiling, is reached, CONSULTANT shall complete the agreed-upon work for the authorized Agreement Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from the DISTRICT Project Manager in such a manner so as not to exceed the Agreement ceiling price. In no event shall the Cost Ceiling of the Agreement or the Professional Fee Ceiling be increased unless there is a written amendment of this Agreement.

2.8 Budget Status Reports

For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with *("bi-weekly" or "monthly" depending on duration of project)* budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the

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earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subconsultant time sheets up to a date within 3 weeks of the date of the budget status report.

2.9. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. *(Optional Insert – include this paragraph 2.9 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*

- 2.9.1 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).
- 2.9.2 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).
- 2.9.3 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. 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.
- 2.9.4 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.
- 2.9.5 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.
- 2.9.6 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

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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.

- 2.9.7 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.
- 2.9.8 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
- 2.9.9 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.
- 2.9.10 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

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then due.

- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code 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, unless 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.
- 2.9.12 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 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 the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 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.
- 2.9.14 In the performance of a public works 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. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 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/wpndb.html>.

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(Note: this table is prepared by the consultant. The following is provided to show format.)

EXHIBIT B-1

East Bay Municipal Utility District (Project Title)

COST DISTRIBUTION

	Consultant						Subconsultants						
	Direct Labor					Indirect Costs	Sub. #1			Sub. #2			Profes- sional Fee**
	Project Manager	Project Engineer	Drafting				Project Eng.	Assist. Eng.	Total Cost	Project Eng.	Assist. Eng.	Total Cost	
Salary Rate (\$/hr.)	(****)	(****)	(****)	Total	Costs	ODCs*	(****)	(****)	Cost	(****)	(****)	Cost	Fee**
Services													

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

(***) (***) (***) (***) (***) (***)

II. Optional Services

Task 3:

Task 4:

Subtotal II.

(***) (***) (***) (***) (***) (***)

TOTAL Agreement (Total of Subtotals I. & II.)

* ODCs = Other Direct Costs.

** Professional Fee on consultant Direct Labor& Indirect Costs only. Should not include prime consultant markup on subconsultants.

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

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(Note: this table is prepared by the consultant. The following is provided to show format.)

EXHIBIT B-2

East Bay Municipal Utility District (Project Title)

LABOR DISTRIBUTION

	Consultant				Subconsultants						
	Project Manager	Project Engineer	Drafting	Subtotal	Project Eng.	Sub. #1		Project Eng.	Sub. #2		Total
						Assist. Eng.	Subtotal		Assist. Eng.	Subtotal	
Services(*)											
I. Contracted Services											
Task 1.1:											
Task 1.2:											
Task 2.1:											
Task 2.2:											
Subtotal											
II. Optional Services											
Task 3:											
Task 4:											
Subtotal											
TOTAL											

(Include both consultant and subconsultant hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.)*

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EXHIBIT C

East Bay Municipal Utility District (Project Title)

CEP COMPLIANCE

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

* Does not include consultant's markup. *(Include this footnote only if your contract includes markup on subconsultants.)*

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



EXHIBIT D

SCHEMATICS & DRAWINGS

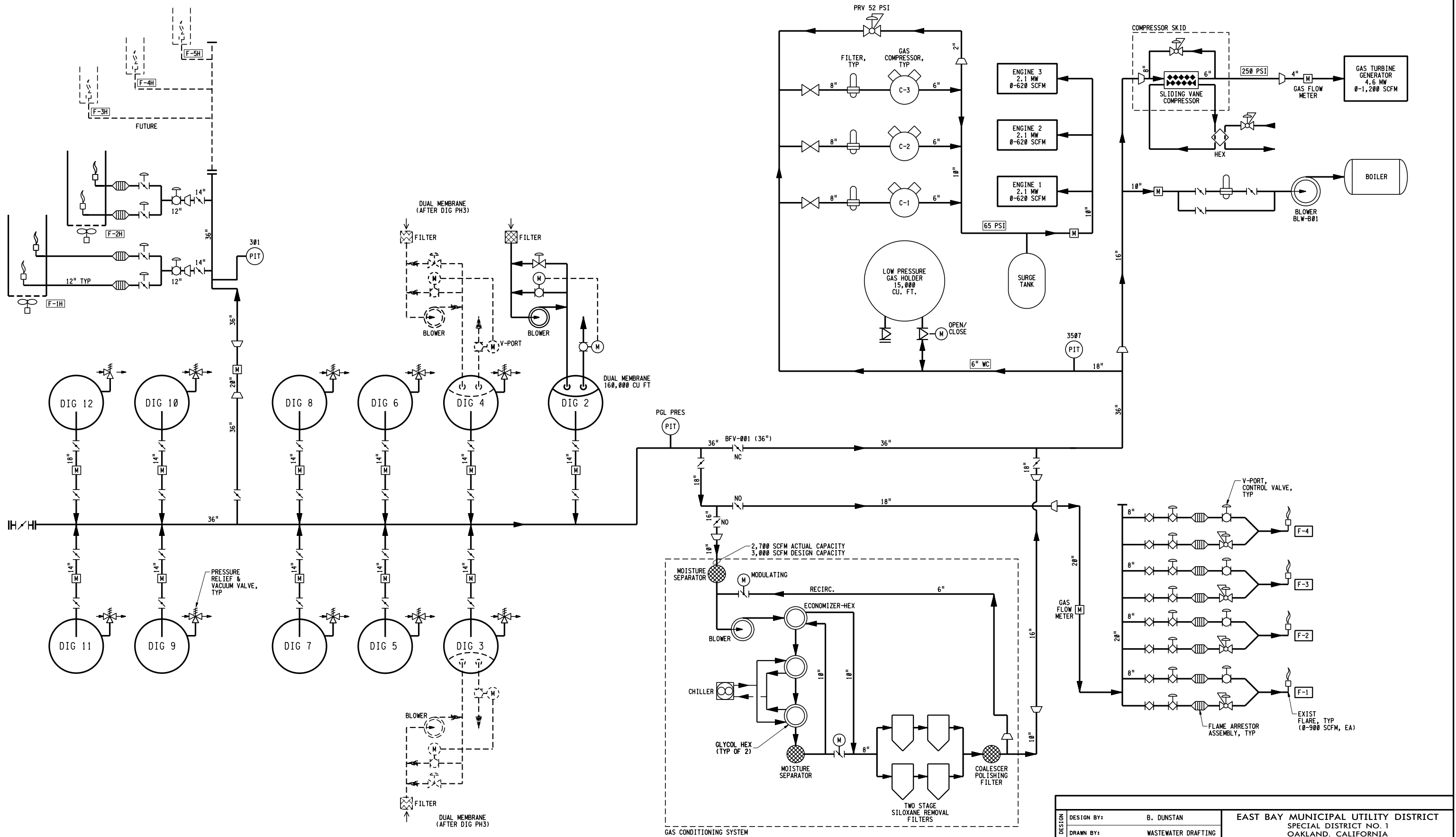
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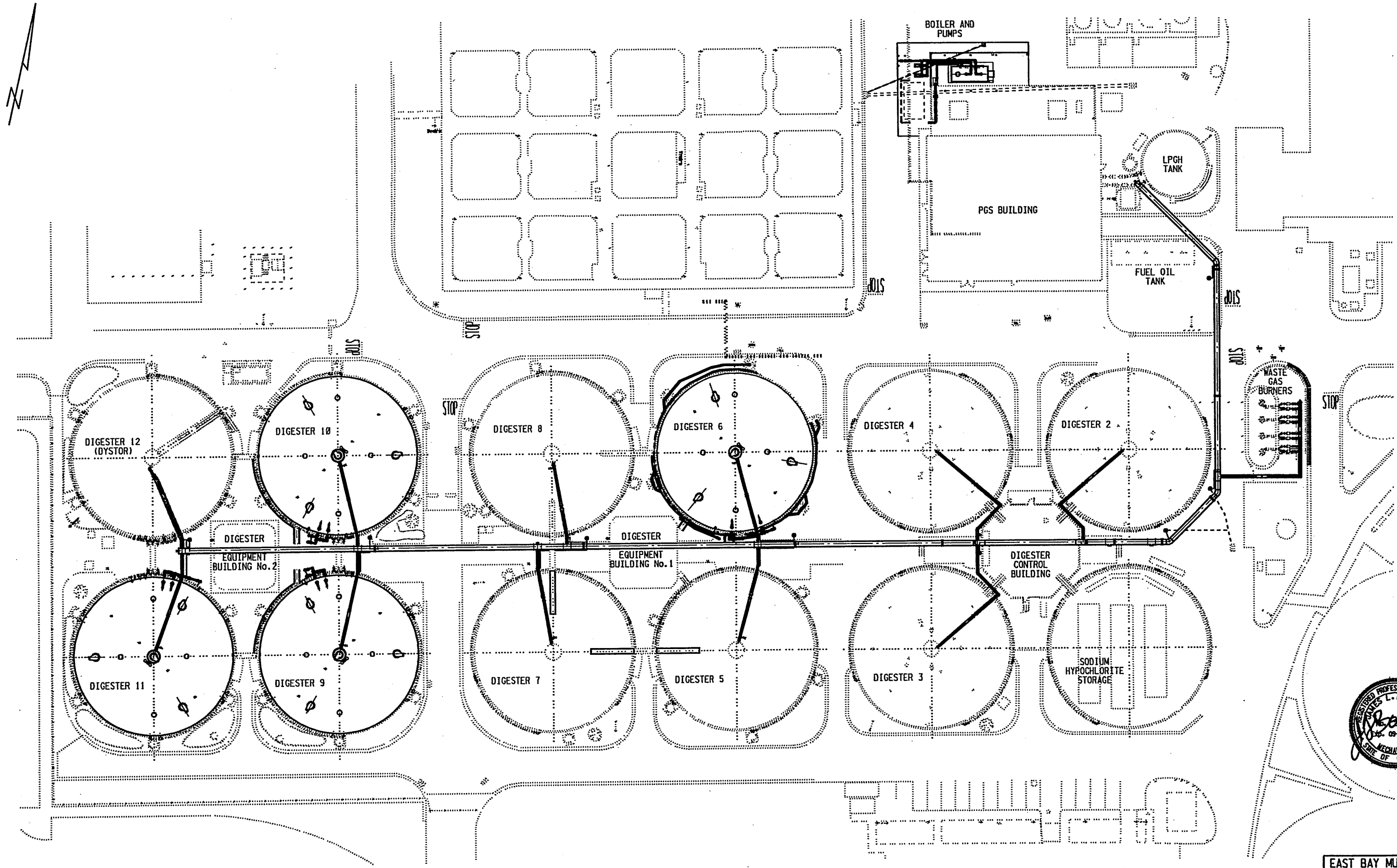
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NO.	DATE	REVISION	BY	REC.	APP.

DESIGN BY: B. DUNSTAN		EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA		
DRAWN BY: WASTEWATER DRAFTING				
REVIEW	DESIGN CHECKED BY: R.P.E. No.	MAIN WASTEWATER TREATMENT PLANT PROCESS DIGESTER GAS MANAGEMENT SYSTEM SCHEMATIC OVERVIEW		
	CONSTRUCTABILITY CHECKED BY:			
	ELECTRICAL CHECKED BY: R.P.E. No.			
	PROJECT ENGINEER R.P.E. No.			
PROJECT MANAGER R.P.E. No.				
RECOMMENDED: SR. ENGINEER R.P.E. No.		SCALE NONE	WWP. 00-I-108	0 REV
		DATE	DRAWING NUMBER	



3" ON ORIGINAL DOCUMENT
0 1 2 3

NO.	DATE	BY	REC.

BROWN AND CALDWELL

DESIGNED BY: J.L. BARLETT
DESIGN CHECKED BY: T.M. STIGERS
DRAWN BY: H. HUNTER
SR. PROJ. ENGR.
R.P.E. NO.
APPROVED: ROBERT E. GRACE
PRINCIPAL IN CHARGE, R.P.E. NO. C43258

PROJECT ENGR.
R.P.E. NO.
PROJECT MGR. NICHOLAS MARGUIA
R.P.E. NO. C 82552
RECOMMENDED: OLIMINT YOLOVE
R.P.E. NO. C 44278

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

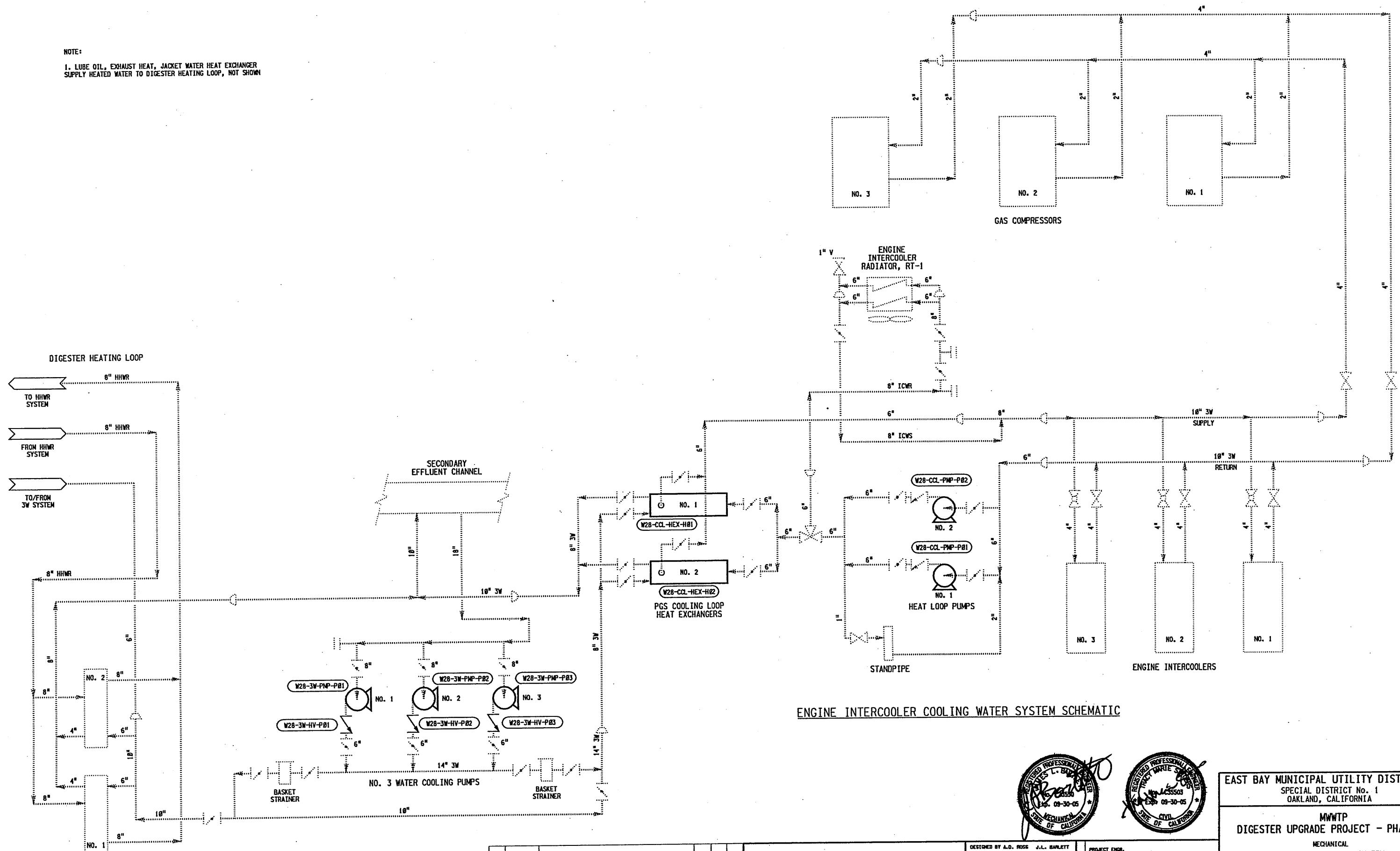
MWTP
DIGESTER UPGRADE PROJECT - PHASE 1
MECHANICAL
PROJECT SITE PLAN

FACILITY: MWTP	DRAWING No.
SCALE: 1" = 38'-0"	SD275-M-001
DATE: 12-22-04	SHEET 28 OF 207

USER: hunter
DATE: 11-JAN-2005 16:58
FILE: P:\CAD\25811-EBMUD\DCN\275M001.P00

BASED ON MULTIPLE DRAWINGS

NOTE:
1. LUBE OIL, EXHAUST HEAT, JACKET WATER HEAT EXCHANGER
SUPPLY HEATED WATER TO DIGESTER HEATING LOOP, NOT SHOWN



ENGINE INTERCOOLER COOLING WATER SYSTEM SCHEMATIC

USER: hunter
DATE: 17-JAN-2005 16:58
FILE: P:\CAD\23011-EBMUD\40GN275M002.r00

BASED ON MULTIPLE DRAWINGS

3" ON ORIGINAL DOCUMENT
0 1 2 3

NO.	DATE	BY	REC.

**BROWN AND
CALDWELL**

DESIGNED BY A.D. ROSS J.L. BARLETT
DESIGN CHECKED BY T.M. STIGERS
DRAWN BY H. HUNTER
SR. PROJ. ENGR.
R.P.E. NO.
APPROVED ROBERT E. GRACE
PRINCIPAL IN CHARGE, R.P.E. NO. C43258

PROJECT ENGR.
R.P.E. NO.
PROJECT MGR. MICHELO MARGUJA
R.P.E. NO. C 82552
RECOMMENDED QUALITY YOLOVE
SR. ENGR.
R.P.E. NO. C 44278

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

MWTP
DIGESTER UPGRADE PROJECT - PHASE 1
MECHANICAL
PGS COOLING WATER SYSTEM

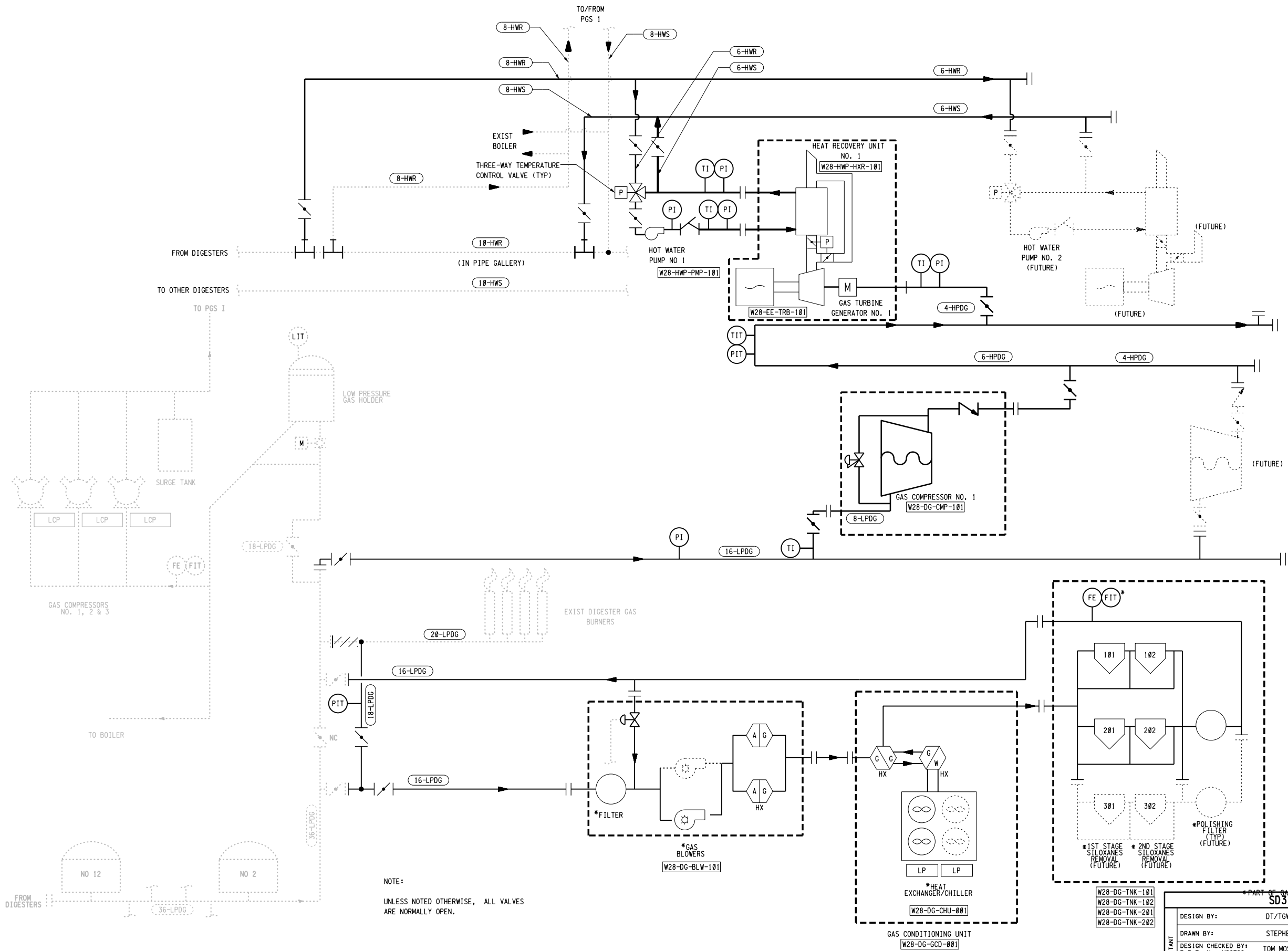
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SCALE:	SD275-M-002
DATE: 12-22-84	SHEET 29 OF 207

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REF 6:

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REF 3:

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DATE: 26-AUG-2013 15:32
FILE: J:\SD\sd37\A\W2820G201.P01
PLOT SCALE: 0.1666671



NOTE
SEE G-007 FOR EQUIPMENT & PIPE LEGEND



SD317A - PGS RENEWABLE ENERGY EXPANSION

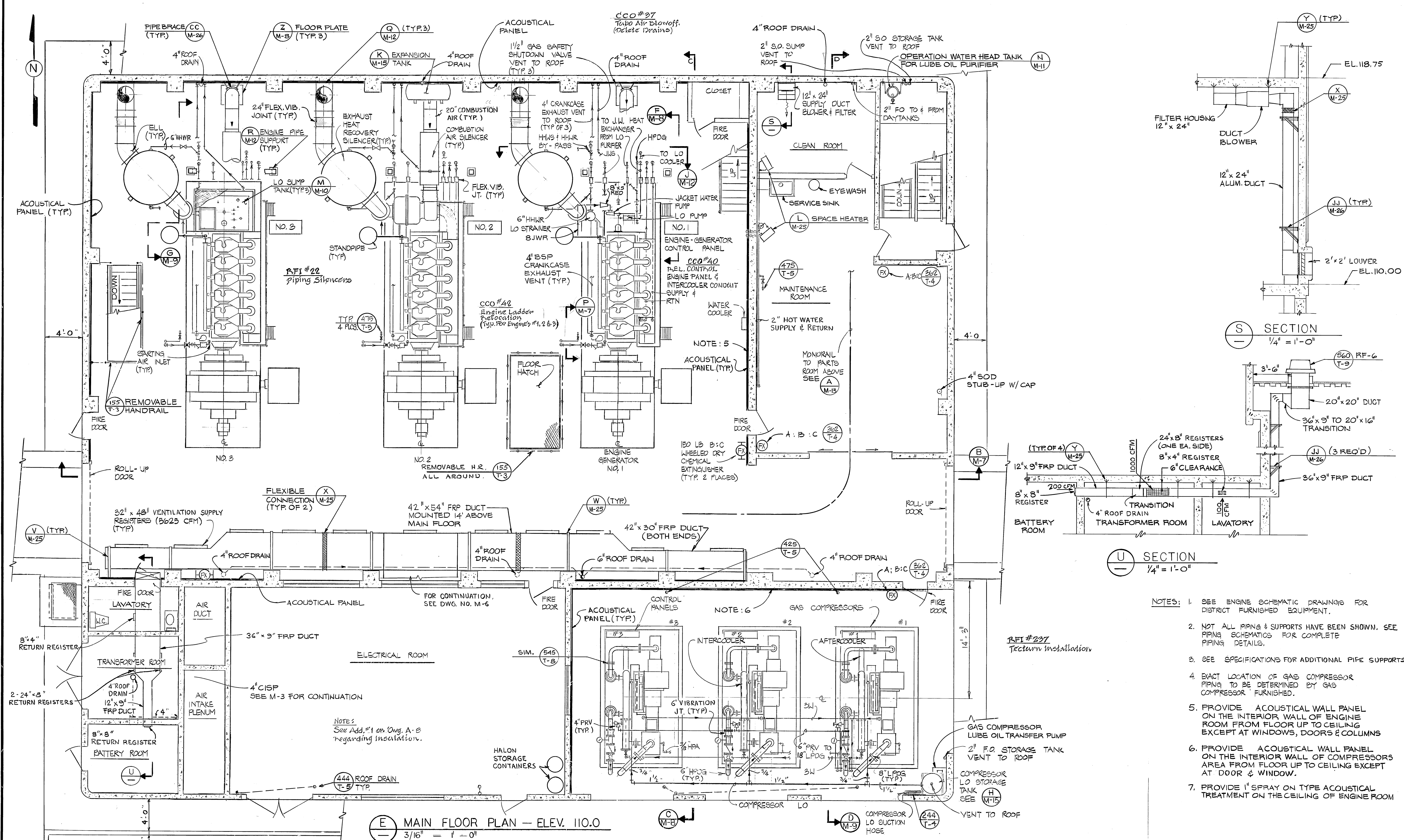
DESIGN BY:	DT/TGW
DRAWN BY:	STEPHEN WHITE
DESIGN CHECKED BY:	TOM MOSSINGER
PROJECT MANAGER:	TOM MOSSINGER
APPROVED:	SARWAN WASON
PRINCIPAL IN CHARGE:	M8392
PROJECT MANAGER:	JOHN A. KYSER
RECOMMENDED:	JOSEPH L. WONG
SR. ENGINEER:	
R.P.E. No.:	M30703

EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA	
MAIN WASTEWATER TREATMENT PLANT POWER GENERATION STATION 2 GENERAL	
GAS AND HOT WATER FLOW DIAGRAM	
SCALE: NONE	DATE: JAN2009
W28.20-G-201	1
DRAWING NUMBER	REV.



NO.	DATE	REVISION	BY	REC.	APP.
22APR2013	IN SERVICE	RECORD DRAWING	SD317A		
23AUG2012	INSPECTION	MAB			

3" ON ORIGINAL DOCUMENT



ABCDEF GHIJKL MN PQRSUVWXYZ

REV.	DATE	BY	DESCRIPTION
JAN 86	SR	AS-BUILT	

DESIGNED DT	APPROVED BY: Walter R. Howard P.E. NO. 118392
DRAWN JBR/DST	PROJECT ENGINEER Walter R. Howard P.E. NO. 118392
CHECKED DS	
DATE FEB. 1983	E.B.M.U.D.

JOHN CAROLLO ENGINEERS

PHOENIX ARIZONA WALNUT CREEK CALIFORNIA FOUNTAIN VALLEY CALIFORNIA VISALIA CALIFORNIA

JOHN A. CAROLLO, P.E. (1906-1971)
H. HARVEY HUNT, P.E.
HOWARD M. WAY, P.E.
DONALD R. PREISLER, P.E.

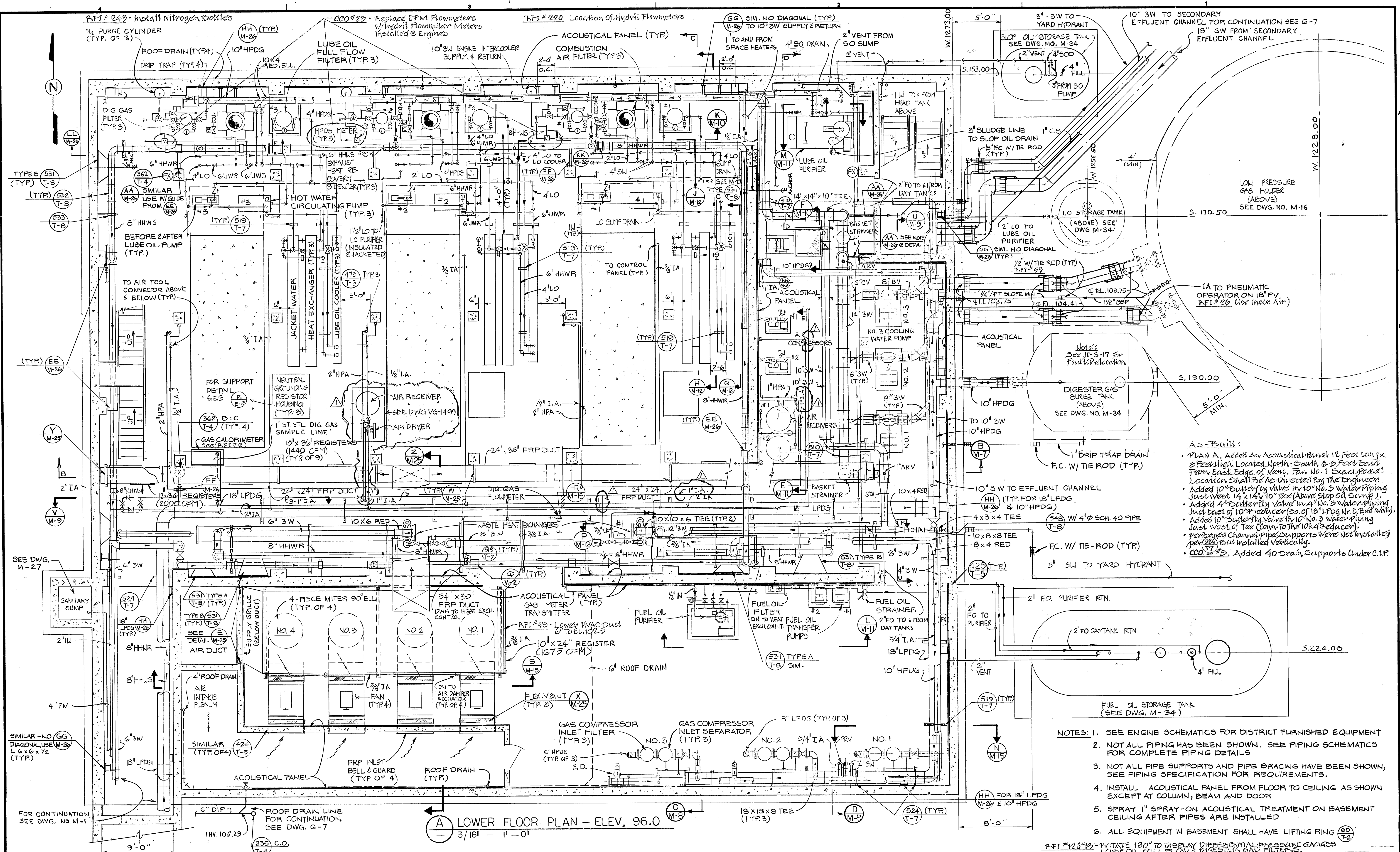
GAIL P. LYNCH, P.E.
WALTER R. HOWARD, P.E.
J. DAVID GRIFFITH, P.E.
G. WILLIAM KNOPP, P.E.

EAST BAY MUNICIPAL UTILITY DISTRICT

EBMUD

WATER POLLUTION CONTROL PLANT	JOB NO. W 02401A12
POWER GENERATION STATION SPECIFICATION NO. 8D135	DRAWING NO. JC-M-4
MECHANICAL	SHEET NO. 48 OF 106
POWER GENERATION BUILDING MAIN FLOOR PLAN	

ABCDEFHJKLMPQRSUVWXYZ



- AS-Fault:
- PLAN A, Added An Acoustical Panel 12 Feet Long x 8 Feet High Located North-South & 3 Feet East From East Edge of Vent, Fan No. 1 Exact Panel Location Shall Be As Directed by The Engineer.
 - Added 10" Butterfly Valve in 10" No. 3 Water Piping Just West 14' x 14' 10" Tee (Above Slop Oil Sump).
 - Added 4" Butterfly Valve in 4" No. 2 Water Piping Just East of 10" Reducer (So. of 18" LPDG No. 1, 2).
 - Added 10" Butterfly Valve in 10" No. 3 Water Piping Just West of Tee (Conn. to the 10" x 4" Reducer).
 - Performed Channel Pipe Supports Were Not Installed per (24) But Installed Vertically.
 - CCO #72, Added 40 Drain Supports Under C.I.P.

- NOTES:
- SEE ENGINE SCHEMATICS FOR DISTRICT FURNISHED EQUIPMENT
 - NOT ALL PIPING HAS BEEN SHOWN. SEE PIPING SCHEMATICS FOR COMPLETE PIPING DETAILS
 - NOT ALL PIPE SUPPORTS AND PIPE BRACING HAVE BEEN SHOWN, SEE PIPING SPECIFICATION FOR REQUIREMENTS.
 - INSTALL ACOUSTICAL PANEL FROM FLOOR TO CEILING AS SHOWN EXCEPT AT COLUMN, BEAM AND DOOR
 - SPRAY 1" SPRAY-ON ACOUSTICAL TREATMENT ON BASEMENT CEILING AFTER PIPES ARE INSTALLED
 - ALL EQUIPMENT IN BASEMENT SHALL HAVE LIFTING RING (60) (72)

REV.	DATE	BY	DESCRIPTION
1	4-15-88	RYF	ADDED AIR RECEIVER & AIR DRYER W/PIPING
2	JAN 89	XY	AS-BUILD

DESIGNED DT/RJ	APPROVED BY: <i>Walter Howard</i> P.E. NO. 10000
DRAWN JBR/DST	PARTNER <i>Salvatore J. Waddy</i> M.E. NO. 10000
CHECKED DATE	PROJECT ENGINEER P.E. NO.
FEB. 1983	E.B.M.U.D.

JOHN CAROLLO ENGINEERS

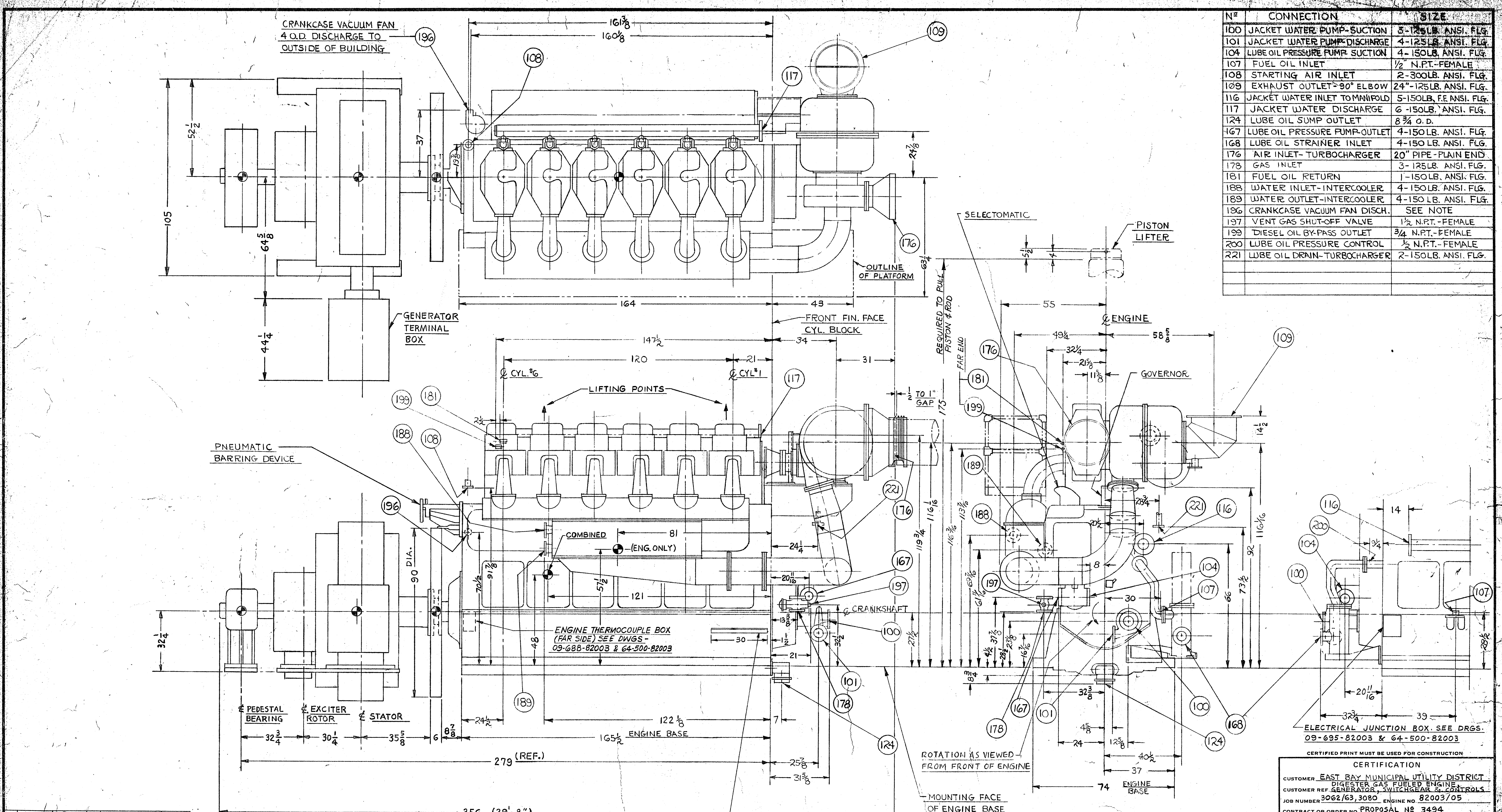
PHOENIX ARIZONA WALNUT CREEK CALIFORNIA FOUNTAIN VALLEY CALIFORNIA VISALIA CALIFORNIA

JOHN A. CAROLLO, P.E. (1908-1971)
H. HARVEY HUNT, P.E.
HOWARD M. WAY, P.E.
DONALD R. PREISLER, P.E.

GAIL P. LYNCH, P.E.
WALTER R. HOWARD, P.E.
DAVID GRIFFITH, P.E.
G. WILLIAM KNOPP, P.E.

**EAST BAY
MUNICIPAL UTILITY DISTRICT**

WATER POLLUTION CONTROL PLANT	JOB NO. W 02401A12
POWER GENERATION STATION SPECIFICATION NO. SD135	DRAWING NO. JC-M-3
MECHANICAL	SHEET NO. 47 of 106
POWER GENERATION BUILDING LOWER FLOOR PLAN	



N°	CONNECTION	SIZE
100	JACKET WATER PUMP-SUCTION	5-125LB. ANSI. FLG.
101	JACKET WATER PUMP-DISCHARGE	4-125LB. ANSI. FLG.
104	LUBE OIL PRESSURE PUMP-SUCTION	4-150LB. ANSI. FLG.
107	FUEL OIL INLET	1/2" N.P.T.-FEMALE
108	STARTING AIR INLET	2-300LB. ANSI. FLG.
109	EXHAUST OUTLET-90° ELBOW	24"-125LB. ANSI. FLG.
116	JACKET WATER INLET TO MANIFOLD	5-150LB. F.E. ANSI. FLG.
117	JACKET WATER DISCHARGE	6-150LB. ANSI. FLG.
124	LUBE OIL SUMP OUTLET	8 3/4" O.D.
167	LUBE OIL PRESSURE PUMP-OUTLET	4-150LB. ANSI. FLG.
168	LUBE OIL STRAINER INLET	4-150 LB. ANSI. FLG.
176	AIR INLET-TURBOCHARGER	20" PIPE-PLAIN END
178	GAS INLET	3-125LB. ANSI. FLG.
181	FUEL OIL RETURN	1-150LB. ANSI. FLG.
188	WATER INLET-INTERCOOLER	4-150LB. ANSI. FLG.
189	WATER OUTLET-INTERCOOLER	4-150 LB. ANSI. FLG.
196	CRANKCASE VACUUM FAN DISCH.	SEE NOTE
197	VENT GAS SHUT-OFF VALVE	1 1/2" N.P.T.-FEMALE
199	DIESEL OIL BY-PASS OUTLET	3/4" N.P.T.-FEMALE
200	LUBE OIL PRESSURE CONTROL	1/2" N.P.T.-FEMALE
221	LUBE OIL DRAIN-TURBOCHARGER	2-150LB. ANSI. FLG.

DATE	REVISIONS
1/1/82	REVISED GENERATOR, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

TUBING TERMINAL RACK
SEE ENGINE PNEUMATIC
DWG. 09-695-82003 &
64-500-82003

WEIGHTS (APPROX.)
ENGINE 95,000 LBS.
FLYWHEEL 10,100 LBS.
GENERATOR, PED.
BEARING & SUPPORTS 37,060 LBS.
CRANKSHAFT & COUNTERWEIGHTS 12,880 LBS.
(INCLUDED IN ENGINE WT.)

6. ④ INDICATES CENTER GRAVITY.
5. TOLERANCE ON CUSTOMER CONNECTION ±2 INCHES IN EACH PLANE.
4. FOR FOUNDATION DWG. SEE R-4120
3. ENGINE FOUNDATION BOLT MATERIAL TO BE AISI 4140 STEEL AND TO BE TORQUED TO 1400 FT. LBS. USING 1/2-IN THREADS.
2. GUARDS ARE RECOMMENDED OVER ALL ROTATING EQUIPMENT.
1. INLET AND EXHAUST PIPING MUST NOT BE SUPPORTED BY TURBOCHARGER.

CERTIFIED PRINT MUST BE USED FOR CONSTRUCTION

CERTIFICATION

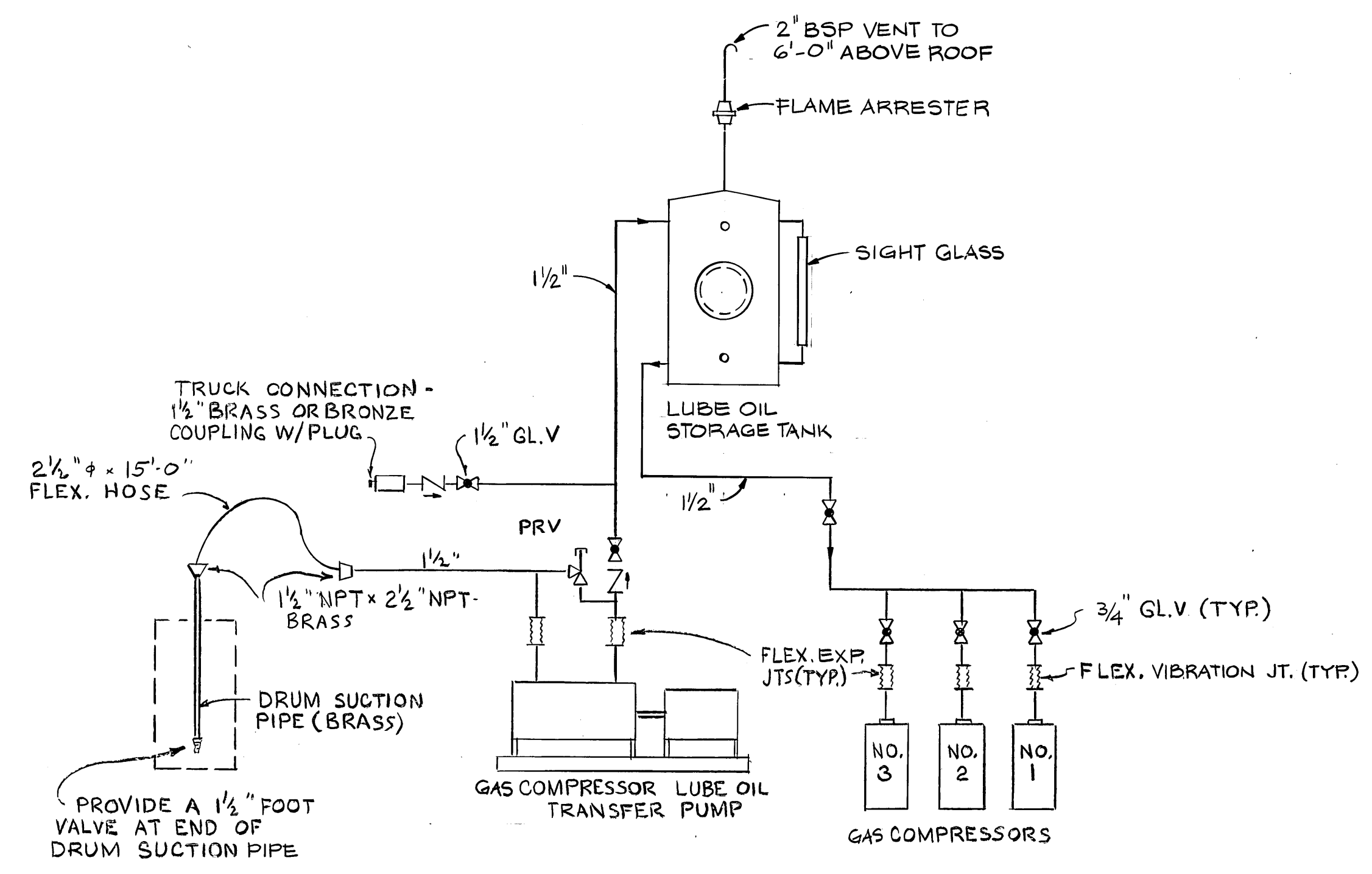
CUSTOMER EAST BAY MUNICIPAL UTILITY DISTRICT
ENGINEER DELVAL
CUSTOMER REF. GENERATOR SWITCHGEAR & CONTROLS
JOB NUMBER 3062/63, 3080 ENGINE NO. 82003/05
CONTRACT OR ORDER NO. PROPOSAL NO. 3494
CERTIFIED FOR INSTALLATION
BY *Gay A. Siegel*
TITLE PROJECT ENGINEER DATE Jan. 10, 1983

Transamerica Delaval
Transamerica Delaval Inc.
Engine and Compressor Division
Oakland, California 94621

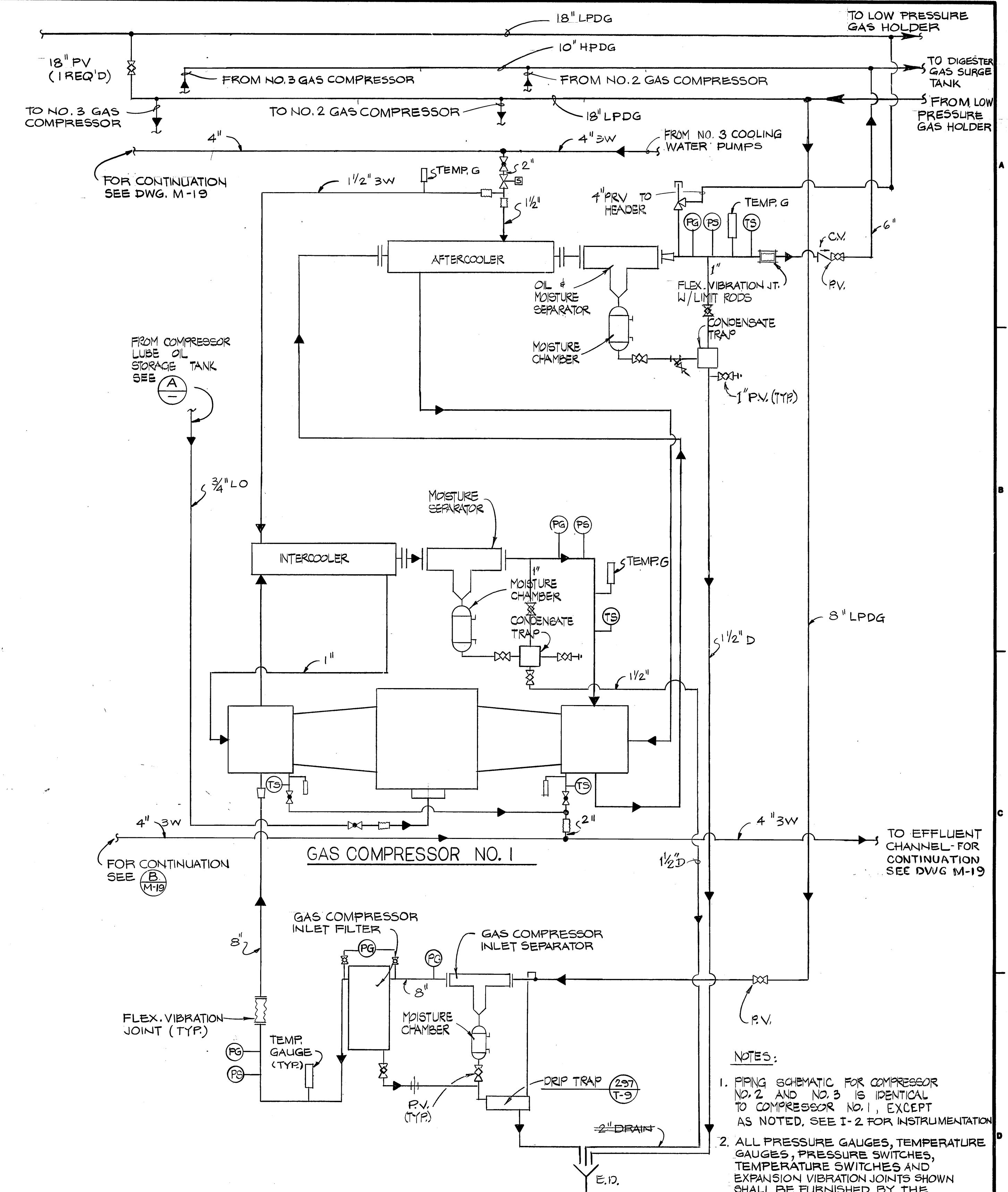
INSTALLATION DRAWING
DGSR-46

DRAWN G.P.S. 3-1-82
CHECKED *[Signature]*
APPROVED *[Signature]*
SCALE 1/2" = 1'-0"
DRAWING NUMBER R-4117
ALT. D

ABCDEFGHIJKLMNPQRSUVWXYZ



(A) GAS COMPRESSOR LUBE OIL SCHEMATIC



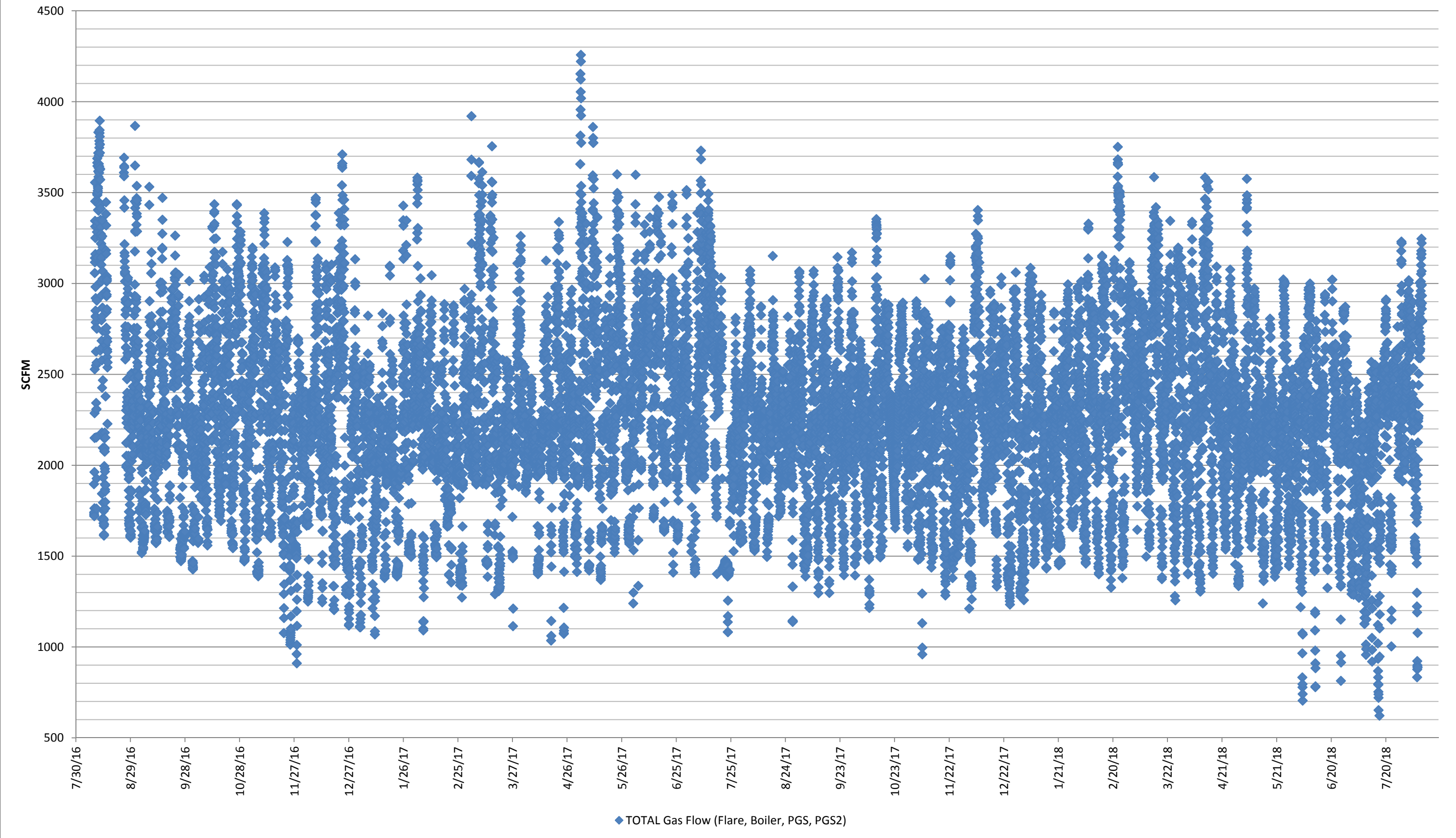
(B) GAS COMPRESSOR PIPING SCHEMATIC
SEE (ADD. #2)

- NOTES:
1. PIPING SCHEMATIC FOR COMPRESSOR NO. 2 AND NO. 3 IS IDENTICAL TO COMPRESSOR NO. 1, EXCEPT AS NOTED, SEE I-2 FOR INSTRUMENTATION
 2. ALL PRESSURE GAUGES, TEMPERATURE GAUGES, PRESSURE SWITCHES, TEMPERATURE SWITCHES AND EXPANSION VIBRATION JOINTS SHOWN SHALL BE FURNISHED BY THE SUPPLIER OF DIGESTER GAS COMPRESSOR

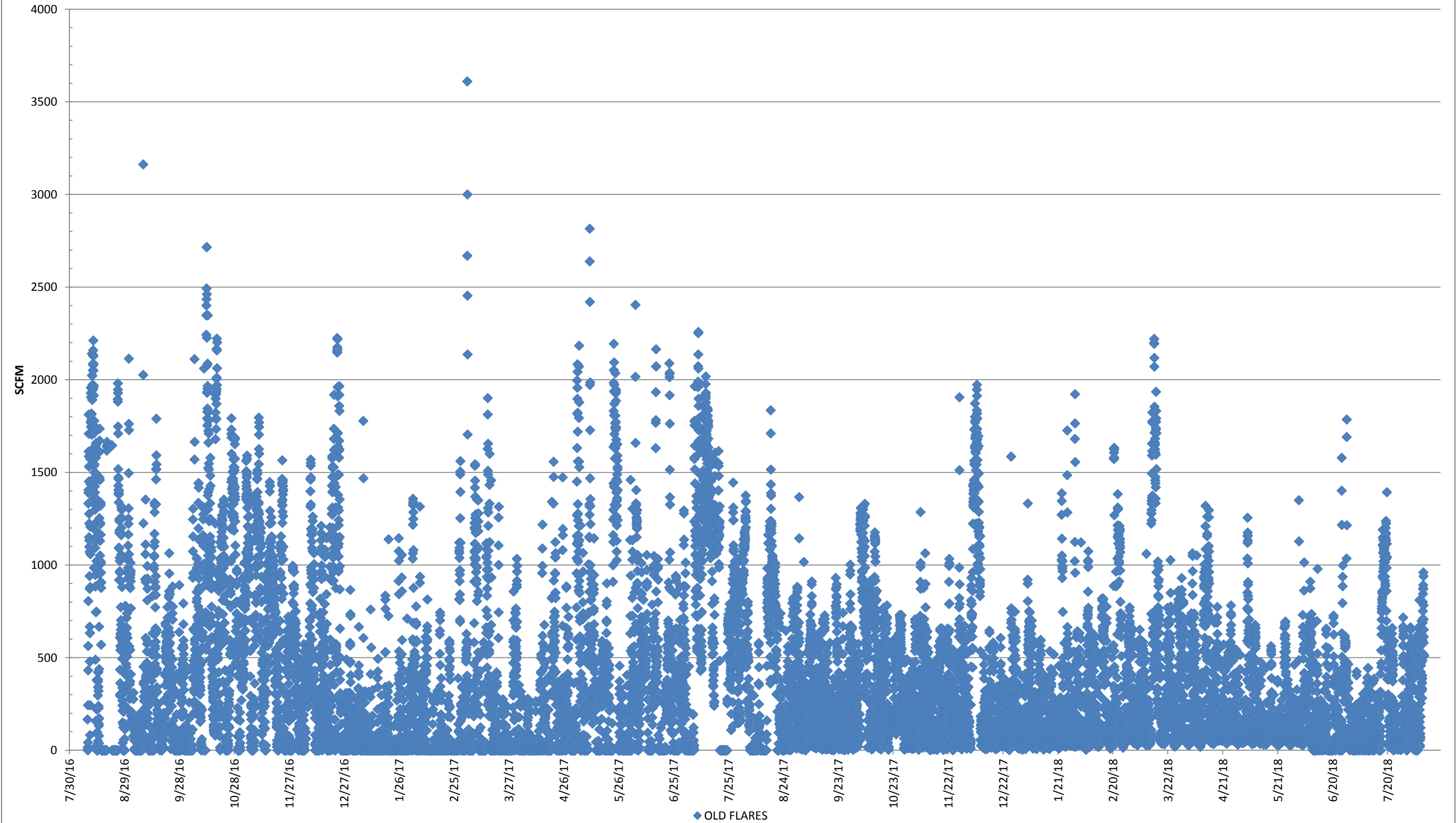


EXHIBIT E OPERATING DATA

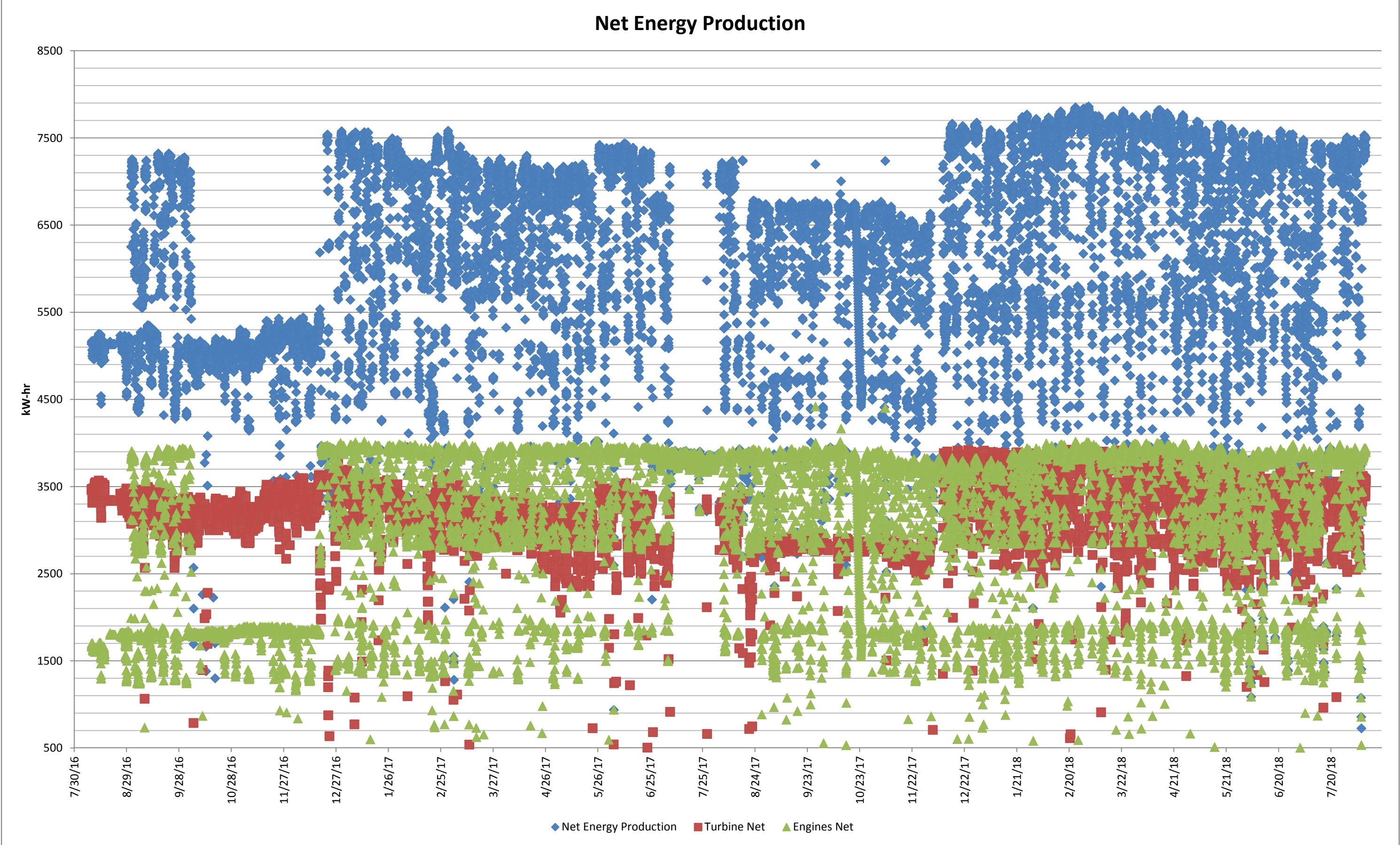
Total Gas Flow (Flare, Boiler, PGS, PGS2)



Flare Flow



Net Energy Production



Potential Operation at Varying Gas Flow

Gas Flows (Production)	Engines						Turbine		Total Net kW
	Gas Flow 1st Engine	kW	Gas Flow 2nd Engine	kW	Gas Flow 3rd Engine	kW	Gas Flow	kW	
1,000	-	-	-	-	-	-	1,000	3,068	3,068
1,100	-	-	-	-	-	-	1,100	3,434	3,434
1,200	-	-	-	-	-	-	1,200	3,800	3,800
1,300	-	-	-	-	-	-	1,200	3,800	3,800
1,400	-	-	-	-	-	-	1,200	3,800	3,800
1,500	500	1,517	-	-	-	-	1,000	3,068	4,585
1,600	600	1,900	-	-	-	-	1,000	3,068	4,968
1,700	500	1,517	-	-	-	-	1,200	3,800	5,317
1,800	600	1,900	-	-	-	-	1,200	3,800	5,700
1,900	450	1,326	450	1,326	-	-	1,000	3,068	5,719
2,000	450	1,326	450	1,326	-	-	1,100	3,434	6,085
2,100	450	1,326	450	1,326	-	-	1,200	3,800	6,451
2,200	550	1,709	450	1,326	-	-	1,200	3,800	6,834
2,300	600	1,900	500	1,517	-	-	1,200	3,800	7,217
2,400	600	1,900	600	1,900	-	-	1,200	3,800	7,600
2,500	450	1,326	450	1,326	450	1,326	1,150	3,617	7,594
2,600	500	1,517	450	1,326	450	1,326	1,200	3,800	7,968
2,700	600	1,900	450	1,326	450	1,326	1,200	3,800	8,351
2,800	600	1,900	550	1,709	450	1,326	1,200	3,800	8,734
2,900	600	1,900	600	1,900	500	1,517	1,200	3,800	9,117
3,000	600	1,900	600	1,900	600	1,900	1,200	3,800	9,500



EXHIBIT F
PGS ASSETS – CURRENT PREVENTIVE
MAINTENANCE FREQUENCIES
BY WORK GROUP

PGS Assets – Current Preventative Maintenance Frequencies by Work Group

Abbreviations: A = Annual, BA = Biannual, M = Monthly, SA = Semiannual, TA = Triennial, W = Weekly

Asset Number	Asset Description	Work Group				
		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-3W-HV-P01	PGS No. 3 Water Cooling Pumps Check Valve 1					
W-28-3W-HV-P02	PGS No. 3 Water Cooling Pumps Check Valve 2					
W-28-3W-HV-P03	PGS No. 3 Water Cooling Pumps Check Valve 3					
W-28-3W-PMP-P01	PGS Cooling Water Pump 1					
W-28-3W-PMP-P02	PGS Cooling Water Pump 2					
W-28-3W-PMP-P03	PGS Cooling Water Pump 3					
W-28-ACP-001-01	Air Compressor 1	Q,A				
W-28-ACP-002-01	Air Compressor 2	Q,A				
W-28-AHU-001-01	Office Heating/Air Cond. Unit	M	SA			
W-28-CCL-HEX-H01	PGS Cooling Loop Heat Exchanger 1					
W-28-CCL-HEX-H02	PGS Cooling Loop Heat Exchanger 2					
W-28-CCL-PMP-P01	PGS Cooling Loop Pump 1					
W-28-CCL-PMP-P02	PGS Cooling Loop Pump 2					
W-28-CRN-001-01	20 Ton Bridge Crane	M,Q				
W-28-CRN-001-02	2 Ton Monorail Hoist	M,Q				
W-28-CRN-001-04	2 Ton Gantry Hoist @ Purifier					
W-28-CWS-PMP-101	3W Cooling Water Pumps					
W-28-CWS-PMP-102	Cooling Water Loop					
W-28-CWS-PMP-201	3W Cooling Water Pumps					
W-28-CWS-PMP-202	Cooling Water Loop					
W-28-DG-001	DGCS - Moisture Separator					
W-28-DG-BLW-101	DGCS - Gas Blower					
W-28-DG-CHU-001	DGCS - Heat/Exchanger/Chillers					
W-28-DG-CMP-101	PGS2 Gas Compressor 1					
W-28-DG-CMP-101-ACT1	Vilter Capacity Slide Valve/Actuator Control			Q		
W-28-DG-CMP-101-ACT2	Vilter Volume Slide Valve/Actuator Control			Q		
W-28-DG-CMP-101-APV7	APV-007 Auto Pressure Bleed Valve					
W-28-DG-CMP-101-BFVE1	BFVE-001 Inlet Isolation Valve					
W-28-DG-CMP-101-BFVE7	BFVE-007 Discharge Skid Isolation Valve					
W-28-DG-CMP-101-BFVE8	BFVE-008 Outlet Isolation Valve					
W-28-DG-CMP-101-CFLT5	CFLT-005 Discharge Coalescing Filter					
W-28-DG-CMP-101-DPIT1	DPIT-001 Differential Pressure Transmitter					
W-28-DG-CMP-101-DPIT5	DPIT-005 Discharge Pressure Transmitter					
W-28-DG-CMP-101-FCV1	FCV-001 Flow Control Valve					
W-28-DG-CMP-101-FIT7	FIT-007 Discharge Flow Transmitter					
W-28-DG-CMP-101-HX3	HE-003 Gas/Gas Heat Exchanger					
W-28-DG-CMP-101-HX4	HE-004 Water/Gas Heat Exchanger					
W-28-DG-CMP-101-LT1	LT-001 Level Transmitter					
W-28-DG-CMP-101-M2	M-002 Motor 600 HP					
W-28-DG-CMP-101-MISC-MEC	Misc. Mechanical Components					
W-28-DG-CMP-101-MPS1	MPS-001 Inlet Mesh Pad Separator					
W-28-DG-CMP-101-MSC-ELEC	Misc. Electrical Components					
W-28-DG-CMP-101-MSC-INST	Misc. Instrumentation Components					
W-28-DG-CMP-101-PIT1	PIT-001 Pressure Transmitter					
W-28-DG-CMP-101-PIT2	PIT-002 Pressure Transmitter					
W-28-DG-CMP-101-PIT3	PIT-003 Pressure Transmitter					
W-28-DG-CMP-101-PIT4	PIT-004 Pressure Transmitter					
W-28-DG-CMP-101-PIT5	PIT-005 Pressure Transmitter					
W-28-DG-CMP-101-PIT7	PIT-007 Pressure Transmitter					
W-28-DG-CMP-101-PLC1	Vilter LCP PLC Panel (on skid)					
W-28-DG-CMP-101-PLC2	Shaw LCP PLC Panel (off skid)					
W-28-DG-CMP-101-PMP1	P-001 Inlet Condensate Pump					

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		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-DG-CMP-101-TIT3	TIT-003 Temperature Transmitter					
W-28-DG-CMP-101-TIT4	TIT-004 Temperature Transmitter					
W-28-DG-CMP-101-TIT5	TIT-005 Temperature Transmitter					
W-28-DG-CMP-101-TIT7	TIT-007 Discharge Temperature Transmitter					
W-28-DG-DGCS-ABV1	DGCS - ABV-001 Automated Bypass Valve					
W-28-DG-DGCS-DPI1	DGCS - DPI-001 Diff Press Indicator/Manometer					
W-28-DG-DGCS-DPI2	DGCS - DPI-002 Diff Press Indicator/Manometer					
W-28-DG-DGCS-DPI3	DGCS - DPI-003 Diff Press Indicator/Manometer					
W-28-DG-DGCS-LT2	DGCS PT-002 Level Transmitter					
W-28-DG-DGCS-MISC-ELEC	Misc. Electrical Components					
W-28-DG-DGCS-MISC-INST	Misc. Instrumentation Components					
W-28-DG-DGCS-MISC-MECH	Misc. Mechanical Components					
W-28-DG-DGCS-MPS102	DGCS - MPS-102 Disch Mesh Pad Separator (Coalescing Filter)					
W-28-DG-DGCS-PSH-001	DGCS - PSH-001 Pressure Switch					
W-28-DG-DGCS-PSL1	DGCS - PSL-001 Pressure Switch					
W-28-DG-DGCS-PT1	DGCS PT-001 Pressure Transmitter					
W-28-DG-DGCS-PT2	DGCS PT-002 Pressure Transmitter					
W-28-DG-DGCS-PT3	DGCS PT-003 Pressure Transmitter					
W-28-DG-DGCS-PT4	DGCS PT-004 Pressure Transmitter					
W-28-DG-DGCS-PT5	DGCS PT-005 Pressure Transmitter					
W-28-DG-DGCS-TE1	DGCS TE-001 Temperature Transmitter					
W-28-DG-DGCS-TE2	DGCS TE-002 Temperature Transmitter					
W-28-DG-DGCS-TE3	DGCS TE-003 Temperature Transmitter					
W-28-DG-DGCS-TE4	DGCS TE-004 Temperature Transmitter					
W-28-DG-DGCS-TE5	DGCS TE-005 Temperature Transmitter					
W-28-DG-FE-2808	PGS Compressor Gas Flow Sensor			A		
W-28-DG-FE-2809	PGS Boiler Gas Flow Sensor			A		
W-28-DG-P-001	DGCS - Drain Pumps					
W-28-DG-P-002	DGCS - Drain Pumps					
W-28-DG-PFLT-001	DGCS - Particulate Filter					
W-28-DG-TANK-101	DGCS - Siloxane Removal Vessel					
W-28-DG-TANK-102	DGCS - Siloxane Removal Vessel					
W-28-DG-TANK-201	DGCS - Siloxane Removal Vessel					
W-28-DG-TANK-202	DGCS - Siloxane Removal Vessel					
W-28-EE-TRB-101	Turbine Generator					
W-28-ENG-001-01	Engine 1	Q,SA,A		Q,SA		
W-28-ENG-002-01	Engine 2	Q,SA,A		Q,SA		
W-28-ENG-003-01	Engine 3	Q,SA,A		Q,SA		
W-28-ENG-LOG-01	Eng Shutdown PNU Logic Board					
W-28-ENG-LOG-02	Eng Shutdown PNU Logic Board					
W-28-ENG-LOG-03	Eng Shutdown PNU Logic Board					
W-28-FAN-001-01	Ventilation Fan 1	Q	A			
W-28-FAN-002-01	Ventilation Fan 2	Q	A			
W-28-FAN-003-01	Ventilation Fan 3	Q	A			
W-28-FAN-004-01	Ventilation Fan 4	Q	A			
W-28-FAN-005-01	Jacket Wtr System Cooling Fan	Q				
W-28-FAN-006-01	Cooling Fan-Closed Loop System	Q				
W-28-FAN-EF1-01	Transformer Room Exhaust Fan	Q				
W-28-FAN-EF2-01	Upstairs Bathroom Exh. Fan	Q				
W-28-FAN-EF3-01	Downstairs Bathroom Exh. Fan	Q				
W-28-FAN-EF4-01	Locker Room Exhaust Fan	Q				

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		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-FAN-EF5-01	Day Tank Room Exhaust Fan	Q				
W-28-FAN-EF6-01	East Stairwell Exhaust Fan	Q				
W-28-FAN-EF7-01	Maint. Room Exhaust Fan	Q				
W-28-FAN-EF8-01	Gas Compressor Area Exh. Fan	Q				
W-28-GCP-001-01	Gas Compressor 1	Q,SA,A	SA,A	Q,SA		
W-28-GCP-002-01	Gas Compressor 2	Q,SA,A	SA,A	Q,SA		
W-28-GCP-003-01	Gas Compressor 3	Q,SA,A	SA,A	Q,SA		
W-28-GEN-001-01	Generator 1					
W-28-GEN-002-01	Generator 2					
W-28-GEN-003-01	Generator 3					
W-28-GEN-004-01	Standby Emergency Generator		Q,A			
W-28-GEN-BAT-01	Switchgear Battery Bank					
W-28-GEN-BAT-02	Charger- Switchgear Batt.Bank					
W-28-GEN-BAT-03	Battery Charger-Emergency Gen.					
W-28-HEX-001-01	#1 Jacket Water Heat Exchanger	SA				
W-28-HEX-001-02	#1 Air Intercooler Heat Exch.	SA				
W-28-HEX-001-03	#1 Lube Oil Heat Exchanger	SA				
W-28-HEX-001-04	#1 3 Water Waste Heat Exch.	BM				
W-28-HEX-001-05	#1 Closed Loop Heat Exchanger	BM				
W-28-HEX-002-01	#2 Jacket Water Heat Exchanger	SA				
W-28-HEX-002-02	#2 Air Intercooler Heat Exch.	SA				
W-28-HEX-002-03	#2 Lube Oil Heat Exchanger	SA				
W-28-HEX-002-04	#2 3 Water Waste Heat Exch.	BM				
W-28-HEX-002-05	#2 Closed Loop Heat Exchanger	BM				
W-28-HEX-003-01	#3 Jacket Water Heat Exchanger	SA				
W-28-HEX-003-02	#3 Air Intercooler Heat Exch.	SA				
W-28-HEX-003-03	#3 Lube Oil Heat Exchanger	SA				
W-28-HHW-BLR-B01	PGS Boiler					
W-28-HHW-BLW-B01	PGS Boiler Gas Booster Blower					
W-28-HHW-FAN-001	PGS Boiler Combustion Air Fan					
W-28-HHW-FAR-B01	PGS Boiler Gas Flame Arrestor					
W-28-HHW-FY-B01	PGS Boiler Heating Hot Water Flow Relay					
W-28-HHW-LCP-B01	PGS Boiler Control Panel					
W-28-HHW-LCP-B02	PGS Boiler Area Control Panel					
W-28-HHW-PMP-B01	PGS Boiler Hot Water Circulation Pump 1					
W-28-HHW-PMP-B02	PGS Boiler Hot Water Circulation Pump 2					
W-28-HHW-TE-B01	PGS Boiler HHW Temperature Sensor					
W-28-HHW-TIT-B01	PGS Boiler HHW Temperature Transmitter					
W-28-HWP-FCV-101	3-Way Temperature Control Valve					
W-28-HWP-PMP-101	Heat Recovery Loop Hot Water Pump					
W-28-INS-000-00	Misc. Instrumentation PGS					
W-28-INS-001-01	LEL Gas Detect Sys and Annun.			M,Q,S A		
W-28-INS-001-02	LP Gas Holder Cover Level Ind.					
W-28-INS-001-03	Dig Gas Meter Calibration Unit					
W-28-INS-ANC-01	Engine Alarm Panel			A		
W-28-INS-ANC-02	Engine Alarm Panel			A		
W-28-INS-ANC-03	Engine Alarm Panel			A		
W-28-INS-ATC-01	#1 Eng. Air Temp. Controller					
W-28-INS-ATC-02	#2 Eng. Air Temp. Controller					
W-28-INS-ATC-03	#3 Eng. Air Temp. Controller					
W-28-INS-BFP-01	#1 Eng Hi Temp Eng Brgs Shtdwn					
W-28-INS-BFP-02	#2 Eng Hi Temp Eng Brgs Shtdwn					
W-28-INS-BFP-03	#3 Eng Hi Temp Eng Brgs Shtdwn					
W-28-INS-BVR-01	1 Gen Basler Voltage Reg					

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		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-INS-BVR-02	2 Gen Basler Voltage Reg					
W-28-INS-BVR-03	3 Gen Basler Voltage Reg					
W-28-INS-CAP-01	Comb Air Press Xmtr Pt 7147-08					
W-28-INS-CAP-02	Comb Air Press Xmtr Pt 7147-08					
W-28-INS-CAP-03	Comb Air Press Xmtr Pt 7147-08					
W-28-INS-CTC-01	1 Eng Cylinder Temps (6)					
W-28-INS-CTC-02	2 Eng Cylinder Temps (6)					
W-28-INS-CTC-03	3 Eng Cylinder Temps (6)					
W-28-INS-CWA-01	#1 Eng Hi Tmp Cooling Wtr Alrm					
W-28-INS-CWA-02	#2 Eng Hi Tmp Cooling Wtr Alrm					
W-28-INS-CWA-03	#3 Eng Hi Tmp Cooling Wtr Alrm					
W-28-INS-DA1-01	#1 Day Tank Level Ind./Gauge/Switch			A		
W-28-INS-DA2-01	#2 Day Tank Level Ind./Gauge/Switch			A		
W-28-INS-DA3-01	#3 Day Tank Level Ind./Gauge/Switch			A		
W-28-INS-DOS-01	Diesel/Slop Oil Tk Level Ind.		A			
W-28-INS-ECV-01	1 Waste Heat Exch Cont Valve					
W-28-INS-ECV-02	2 Waste Heat Exch Cont Valve					
W-28-INS-ETC-01	1 Waste Heat Exch Temp Cont					
W-28-INS-ETC-02	2 Waste Heat Exch Temp Cont					
W-28-INS-FGA-01	Eng Low Prs Fuel Gas Alarm					
W-28-INS-FGA-02	Eng Low Prs Fuel Gas Alarm					
W-28-INS-FGA-03	Eng Low Prs Fuel Gas Alarm					
W-28-INS-FGI-01	Eng Fuel Gas Pr Ind 4-20mA Ind					
W-28-INS-FGI-02	Eng Fuel Gas Pr Ind 4-20mA Ind					
W-28-INS-FGI-03	Eng Fuel Gas Pr Ind 4-20mA Ind					
W-28-INS-FGM-01	Eng Fuel MF Prs Xmtr Pt7147-10					
W-28-INS-FGM-02	Eng Fuel MF Prs Xmtr Pt7147-10					
W-28-INS-FGM-03	Eng Fuel MF Prs Xmtr Pt7147-10					
W-28-INS-FOP-01	Eng Fuel Oil Pr Xmtr/Ind Pt7147-07					
W-28-INS-FOP-02	Eng Fuel Oil Pr Xmtr/Ind Pt7147-07					
W-28-INS-FOP-03	Eng Fuel Oil Pr Xmtr/Ind Pt7147-07					
W-28-INS-FOS-01	Fuel Oil Storage Tank Level					
W-28-INS-FSD-01	Eng Low Prs Fuel Shutdown					
W-28-INS-FSD-02	Eng Low Prs Fuel Shutdown					
W-28-INS-FSD-03	Eng Low Prs Fuel Shutdown					
W-28-INS-GAG-01	Gas Comp Pressure Gauges (5)					
W-28-INS-GAG-02	Gas Comp Pressure Gauges (5)					
W-28-INS-GAG-03	Gas Comp Pressure Gauges (5)					
W-28-INS-GFT-01	1 Eng Gas Flw Transducers					
W-28-INS-GFT-02	2 Eng Gas Flw Transducers					
W-28-INS-GFT-03	3 Eng Gas Flw Transducers					
W-28-INS-GIN-01	1 Eng Gas Integrator					
W-28-INS-GIN-02	2 Eng Gas Integrator					
W-28-INS-GIN-03	3 Eng Gas Integrator					
W-28-INS-GLT-04	Gas Holder Level Trans (Varec)					
W-28-INS-GPG-01	1 Eng Press Gauge Fuel Gas					
W-28-INS-GPG-02	2 Eng Press Gauge Fuel Gas					
W-28-INS-GPG-03	3 Eng Press Gauge Fuel Gas					
W-28-INS-IMT-01	1 Eng Intake Air Manifold Temp					
W-28-INS-IMT-02	2 Eng Intake Air Manifold Temp					
W-28-INS-IMT-03	3 Eng Intake Air Manifold Temp					
W-28-INS-IND-01	Main Gas Line Press. Indicator					
W-28-INS-IWT-01	1 Eng Intercooler Water Temp					
W-28-INS-IWT-02	2 Eng Intercooler Water Temp					

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		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-INS-IWT-03	3 Eng Intercooler Water Temp					
W-28-INS-JWA-01	1 Eng Hi Temp Jkt Wtr Alrm					
W-28-INS-JWA-02	2 Eng Hi Temp Jkt Wtr Alrm					
W-28-INS-JWA-03	3 Eng Hi Temp Jkt Wtr Alrm					
W-28-INS-KWR-01	1 Gen kW Recorder					
W-28-INS-KWR-02	2 Gen kW Recorder					
W-28-INS-KWR-03	3 Gen kW Recorder					
W-28-INS-LOA-01	1 Eng Hi Temp Lub Oil Alrm					
W-28-INS-LOA-02	2 Eng Hi Temp Lub Oil Alrm					
W-28-INS-LOA-03	3 Eng Hi Temp Lub Oil Alrm					
W-28-INS-LOP-01	Lub Oil Press Xmtr Pt 7147-09					
W-28-INS-LOP-02	Lube Oil Press Xmtr Pt 7147-09					
W-28-INS-LOP-03	Lube Oil Press Xmtr Pt 7147-09					
W-28-INS-LOS-01	Lube Oil Storage Tank Level			Q,SA		
W-28-INS-LSA-01	Eng Low Start Air Alarm					
W-28-INS-LSA-02	Eng Low Start Air Alarm					
W-28-INS-LSA-03	Eng Low Start Air Alarm					
W-28-INS-LSC-01	Load Shed Computer PGS					
W-28-INS-LSD-01	#1 Eng Low Prs Lub Oil Shutdown					
W-28-INS-LSD-02	#2 Eng Low Prs Lub Oil Shutdown					
W-28-INS-LSD-03	#3 Eng Low Prs Lub Oil Shutdown					
W-28-INS-LSL-01	#1 Gas Cmp Lub Oil Lvl LSL-2					
W-28-INS-LSL-02	#2 Gas Cmp Lub Oil Lvl LSL-2					
W-28-INS-LSL-03	#3 Gas Cmp Lub Oil Lvl LSL-2					
W-28-INS-LVC-01	LP Gas Holder Level Controller					
W-28-INS-MAR-01	Moore Process Alarm Rlys (5 GB)					
W-28-INS-MCL-01	#1 Moore Biased Air Controller					
W-28-INS-MCL-02	#2 Moore Biased Air Controller					
W-28-INS-MCL-03	#3 Moore Biased Air Controller					
W-28-INS-MIP-00	Main Instrument Panel & Annun.			A		
W-28-INS-MUX-01	Load-Shed MUX Telemetry					
W-28-INS-PFC-01	1 Gen Basler Pwr Fctr Cont					
W-28-INS-PFC-02	2 Gen Basler Pwr Fctr Cont					
W-28-INS-PFC-03	3 Gen Basler Pwr Fctr Cont					
W-28-INS-PIT-01	Main Gas Line Press. Transmit.					
W-28-INS-PLC-PGS	PGS2 Control Panel PCM-PGS2					
W-28-INS-PS2-01	#1 Gas Cmp 1st Stg Suctn PSL-2					
W-28-INS-PS2-02	#2 Gas Cmp 1st Stg Suctn PSL-2					
W-28-INS-PS2-03	#3 Gas Cmp 1st Stg Suctn PSL-2					
W-28-INS-PS3-01	#1 Gas Cmp 2nd Stg Suctn PSL-3					
W-28-INS-PS3-02	#2 Gas Cmp 2nd Stg Suctn PSL-3					
W-28-INS-PS3-03	#3 Gas Cmp 2nd Stg Suctn PSL-3					
W-28-INS-PS4-01	#1 Gas Cmp 1st Stg Dschg PSH-4					
W-28-INS-PS4-02	#2 Gas Cmp 1st Stg Dschg PSH-4					
W-28-INS-PS4-03	#3 Gas Cmp 1st Stg Dschg PSH-4					
W-28-INS-PS5-01	#1 Gas Cmp 2nd Stg Dschg PSH-5					
W-28-INS-PS5-02	#2 Gas Cmp 2nd Stg Dschg PSH-5					
W-28-INS-PS6-03	#3 Gas Cmp 2nd Stg Dschg PSH-5					
W-28-INS-PSL-01	#1 Gas Comp Fr Oil Prss PSL-1					
W-28-INS-PSL-02	#2 Gas Comp Fr Oil Prss PSL-1					
W-28-INS-PSL-03	#3 Gas Comp Fr Oil Prss PSL-1					
W-28-INS-SLA-01	1 Eng Sump Level Alarm					
W-28-INS-SLA-02	2 Eng Sump Level Alarm					
W-28-INS-SLA-03	3 Eng Sump Level Alarm					

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W-28-INS-SOL-01	Slop Oil Level Trans/Ind			A		
W-28-INS-STC-01	1 Eng Stack Temp/Ind					
W-28-INS-STC-02	2 Eng Stack Temp/Ind					
W-28-INS-STC-03	3 Eng Stack Temp/Ind					
W-28-INS-TGF-01	Total Gas Flow to PGS					
W-28-INS-THR-01	Gas Coup-Comp Temps (7)					
W-28-INS-THR-02	Gas Coup-Comp Temps (7)					
W-28-INS-THR-03	Gas Coup-Comp Temps (7)					
W-28-INS-TLO-01	Turbo Lub Oil Pr Xmtr Pt7147-06					
W-28-INS-TLO-02	Turbo Lub Oil Pr Xmtr Pt7147-06					
W-28-INS-TLO-03	Turbo Lub Oil Pr Xmtr Pt7147-06					
W-28-INS-TMP-01	Inlt Tmp Sens Jkt Wtr Cool Fan					
W-28-INS-TMP-02	Out Tmp Sens Jkt Wtr Cool Fan					
W-28-INS-TRT-01	#1 Turbo RPM Transmitter					
W-28-INS-TRT-02	#2 Turbo RPM Transmitter					
W-28-INS-TRT-03	#3 Turbo RPM Transmitter					
W-28-INS-TS1-01	Gas Cmp 1st Stg Gas Temp TSH-1					
W-28-INS-TS1-02	Gas Cmp 1st Stg Gas Temp TSH-1					
W-28-INS-TS1-03	Gas Cmp 1st Stg Gas Temp TSH-1					
W-28-INS-TS2-01	1 Gas Cmp 2nd Stg Gas Tmp TSH-2					
W-28-INS-TS2-02	2 Gas Cmp 2nd Stg Gas Tmp TSH-2					
W-28-INS-TS2-03	3 Gas Cmp 2nd Stg Gas Tmp TSH-2					
W-28-INS-TS3-01	1 Gas Comp I/C Out TSH-3					
W-28-INS-TS3-02	2 Gas Comp I/C Out TSH-3					
W-28-INS-TS3-03	3 Gas Comp I/C Out TSH-3					
W-28-INS-TS4-01	Gas Cmp A/C Gas Out Temp TSH-4					
W-28-INS-TS4-02	Gas Cmp A/C Gas Out Temp TSH-4					
W-28-INS-TS4-03	Gas Cmp A/C Gas Out Temp TSH-4					
W-28-INS-TS5-01	Gas Cmp 1st Stg Jkt Temp TSH-5					
W-28-INS-TS5-02	Gas Cmp 1st Stg Jkt Temp TSH-5					
W-28-INS-TS5-03	Gas Cmp 1st Stg Jkt Temp TSH-5					
W-28-INS-TS6-01	1 Gas Cmp 2nd Stg Jkt Wtr TSH-6					
W-28-INS-TS6-02	2 Gas Cmp 2nd Stg Jkt Wtr TSH-6					
W-28-INS-TS6-03	3 Gas Cmp 2nd Stg Jkt Wtr TSH-6					
W-28-INS-TS7-01	1 Gas Cmp I/C Water Temp TSH-7					
W-28-INS-TS7-02	2 Gas Cmp I/C Water Temp TSH-7					
W-28-INS-TS7-03	3 Gas Cmp I/C Water Temp TSH-7					
W-28-INS-TS8-01	#1 Gas Cmp A/C Water Tmp TSH-8					
W-28-INS-TS8-02	#2 Gas Cmp A/C Water Tmp TSH-8					
W-28-INS-TS8-03	#3 Gas Cmp A/C Water Tmp TSH-8					
W-28-INS-TSD-01	#1 Eng Low Prs Turbine Lo SD					
W-28-INS-TSD-02	#2 Eng Low Prs Turbine Lo SD					
W-28-INS-TSD-03	#3 Eng Low Prs Turbine Lo SD					
W-28-INS-UPS-01	Uninterrupted Power Supply-PGS		M,Q, A,5A 10A			
W-28-INS-VFD-01	VFD on Jacket Wtr Cooling Fan					
W-28-INS-VPI-01	LPG Level Cont. Valv Postn. Ind.					
W-28-INS-WGC-01	1 Gen Woodward Governor					
W-28-INS-WGC-02	2 Gen Woodward Governor					
W-28-INS-WGC-03	3 Gen Woodward Governor					
W-28-INS-WLC-01	1 Gen Woodward Load Cont					
W-28-INS-WLC-02	2 Gen Woodward Load Cont					
W-28-INS-WLC-03	3 Gen Woodward Load Cont					
W-28-INS-WPC-04	Woodward Pressure Controller					

PGS Assets – Current Preventative Maintenance Frequencies by Work Group

Abbreviations: A = Annual, BA = Biannual, M = Monthly, SA = Semiannual, TA = Triennial, W = Weekly

Asset Number	Asset Description	Work Group				
		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-LSG-CT-T08	Digester Condensate Tank 8					
W-28-LSG-CU-T08	Digester Gas Condensate Tanks Priming Control Unit 8					
W-28-LSG-EJ-008	Digester Gas Header Expansion Joint 8					
W-28-LSG-FE/FIT-B00	PGS Boiler Digester Gas Flow Meter					
W-28-LSG-FE-000	PGS Engines Digester Gas Flow Meter					
W-28-LSG-FIL-B01	PGS Boiler Gas Filter					
W-28-LSG-PDIT-B01	PGS Boiler Gas Filter Differential Pressure Sensor					
W-28-LSG-PI-B01	PGS Boiler Gas Blower Pressure Gage 1					
W-28-LSG-PI-B02	PGS Boiler Gas Blower Pressure Gage 2					
W-28-MISC-000-00	Misc Infrastructure		M			
W-28-MSL-001-04	Halon 1301 Fire Suppression Sys	SA				
W-28-MSL-ANT-01	Radio Antenna					
W-28-MSL-BFP-01	No.1 Water Backflow Preventer					
W-28-MSL-DRY-01	Instrument Air Dryer #1				A	
W-28-MSL-FTP-01	Hand Fuel Transfer Pump	SA				
W-28-MSL-GMS-01	#1 Gas Moisture Separator	SA				
W-28-MSL-GMS-02	#2 Gas Moisture Separator	SA				
W-28-MSL-GMS-03	#3 Gas Moisture Separator	SA				
W-28-MSL-HTR-01	Maint. Rm. Space Heater		A			
W-28-MSL-HTR-02	Clean Room Space Heater	Q	A			
W-28-MSL-HTR-03	Locker Room Space Heater		A			
W-28-MSL-HTR-04	Space Heater Mech. Room		A			
W-28-MSL-HTR-05	Emer. Generator Jacket Heater					
W-28-MSL-HTR-10	Hot Water Heater Upstairs Bath					
W-28-MSL-HTR-11	Hot Water Heater Downstrs Bath					
W-28-MSL-LTG-02	Outside Building Lights					
W-28-MSL-LTG-03	Inside Building Lights					
W-28-MSL-PUR-01	Fuel Oil Purifier					
W-28-MSL-PUR-02	Lube-Oil Purifier					
W-28-MSL-RAD-00	48 MHz Radio Base Station					
W-28-MSL-RUD-01	West Roll-Up Door					
W-28-MSL-RUD-02	East Roll-Up Door					
W-28-NG-BPR-001	PGS Natural Gas Pressure Reducing Valve					
W-28-NG-FE-001	PGS Natural Gas Flow Meter					
W-28-NG-FE-2806	PGS Natural Gas Flow Sensor			A		
W-28-NG-VBV-001	PGS Natural Gas Control Valve					
W-28-PMP-001-01	Before-After Lube Oil Pump 1	SA				
W-28-PMP-001-02	Fuel Oil Transfer Pump 1	SA	A			
W-28-PMP-001-03	3 Water Cooling Pump 1		A			
W-28-PMP-001-04	Hot Water Circ Pump 1					
W-28-PMP-001-05	Sanitary Sump Pump		SA			
W-28-PMP-001-06	Drainage Sump Pump 1		A			
W-28-PMP-001-07	Storm Water Sump Pump 1		A			
W-28-PMP-001-08	Gas Comp Lube Oil Trans Pump					
W-28-PMP-001-09	Slop Oil Transfer Pump 1	SA				
W-28-PMP-001-10	#1 Closed Loop Circ Pump	BM				
W-28-PMP-001-11	Lube Oil Transfer Pump					
W-28-PMP-002-01	Before-After Lube Oil Pump 2	SA				
W-28-PMP-002-02	Fuel Transfer Oil Pump 2	SA	A			
W-28-PMP-002-03	3 Water Cooling Pump 2		A			
W-28-PMP-002-04	Hot Water Circ Pump 2					
W-28-PMP-002-05	Sanitary Sump Pump		SA			
W-28-PMP-002-06	Drainage Sump Pump 2		A			

PGS Assets – Current Preventative Maintenance Frequencies by Work Group

Abbreviations: A = Annual, BA = Biannual, M = Monthly, SA = Semiannual, TA = Triennial, W = Weekly

Asset Number	Asset Description	Work Group				
		Co-Gen.	Elect.	Instr.	Mech.	Struct.
W-28-PMP-002-07	Storm Water Sump Pump 2		A			
W-28-PMP-002-10	#2 Closed Loop Circ Pump	BM				
W-28-PMP-003-01	Before-After Lube Oil Pump 3	SA	A			
W-28-PMP-003-02	Fuel Oil Trans Pump-Emer. Gen.					
W-28-PMP-003-03	3 Water Cooling Pump 3		A			
W-28-PMP-003-04	Hot Water Circ Pump 3					
W-28-PMP-003-07	Storm Water Sump Pump 3					
W-28-PMP-004-01	Cooling Water Pump #1					
W-28-PMP-004-02	Cooling Water Pump #2					
W-28-PMP-SWP-01	Storm Water Pump #1					
W-28-PMP-SWP-02	Storm Water Pump #2					
W-28-SAF-EML-00	All Emergency Lights Area 28					
W-28-SAF-EYE-01	Eyewash Maintenance Room					
W-28-SAF-EYE-02	Eyewash/Shower Basement					
W-28-SAF-FEX-01	All 16 Fire Ext. Power Station	M				
W-28-SEE-OCB-01	#1 Generator Circuit Breaker		A			
W-28-SEE-OCB-02	#2 Generator Circuit Breaker		A			
W-28-SEE-OCB-03	#3 Generator Circuit Breaker		A			
W-28-SEE-OCB-04	Station Service Breaker					
W-28-SEE-OCB-05	Feeder Breaker					
W-28-SEE-OCB-06	Spare Breaker					
W-28-SEE-SWG-01	#1 Generator Switch Gear		A			
W-28-SEE-SWG-02	#2 Generator Switch Gear		A			
W-28-SEE-SWG-03	#3 Generator Switch Gear		A			
W-28-SGT-GAS-11	CV-11 Gas Control Valve					
W-28-STBY-UPS-001	UPS PGS #2 Battery Rm					
W-28-STBY-UPS-002	UPS PGS #1 for Level Sensors and Flares					
W-28-TKS-ART-01	Air Receiver Tanks, Eng. Start	M				
W-28-TKS-DA1-01	#1 Fuel Oil Day Tank					
W-28-TKS-DA2-01	#2 Fuel Oil Day Tank					
W-28-TKS-DA3-01	#3 Fuel Oil Day Tank					
W-28-TKS-DAY-01	Gas Comp. Lube-Oil Day Tank					
W-28-TKS-DOS-01	Diesel Oil Storage Tank	W				
W-28-TKS-EXP-01	Heated Hot Wtr Expansion Tank					
W-28-TKS-FDS-01	Floor Drain Sump					
W-28-TKS-HPG-01	HP Gas Holder					
W-28-TKS-LOS-01	Lube Oil Storage Tank			SA		
W-28-TKS-LPG-01	LP Gas Holder	SA			A	
W-28-TKS-SAN-01	Sanitary Sump Tank					
W-28-TKS-SOT-01	Slop Oil Tank	W			A	
W-28-TRB-BTU-101	PGS2 Gas Turbine BTU Analyzer			Q		
W-8-3W-HV-P03	PGS No. 3 Water Cooling Pumps Check Valve 3					
W-8-LSG-EJ-008	Digester Gas Header Expansion Joint 8					
W-8-NG-VBV-001	PGS Natural Gas Control Valve					

* A = Annual, BA = Biannual, M = Monthly, SA = Semiannual, TA = Triennial, W = Weekly



EXHIBIT G

EXAMPLE INSURANCE CERTIFICATES



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: WastewaterStreet Address: 2020 Wake AvenueMailing Address: 2020 Wake Avenue, Mail Stop 59City, State, Zip: Oakland, CA 94607**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**District Contract Number: PGS – Engine Generators and Auxiliary Equipment

Insured: _____

Address: _____

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

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

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

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

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

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

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

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.Signed _____
Address _____
_____Firm _____
Date _____
Phone _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

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

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order

Number:

(Completed by EBMUD)

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

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

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

INSURANCE COMPANY:

POLICY NUMBER:

**POLICY
TERM:**

From:

To:

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

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

Signed:

Date:

Firm:

E-mail

Address:

Phone:

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