



**ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
ZONE 7 WATER AGENCY**

**REQUEST FOR QUOTATION (RFQ)
NO. 2025-07**

for

**Electrical Power Testing at Mocho Groundwater
Demineralization Plant (MGDP)**

RFQ Document Released for Solicitation: April 10, 2024

Deadline for Submission of Written Questions: 2:00 p.m. PT April 17, 2024

Quotation Due by: 2:00 p.m. PT May 1, 2024

Opening of Sealed Bids: 1:00 p.m. PT May 2, 2024

Contact:

Maria Gan, Buyer I

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I. Purpose

Alameda County Flood Control and Water Conservation District, Zone 7 Water Agency (hereafter referred to as "Agency") desires to hire a qualified and reliable contractor to perform Electrical Power Testing at Mocho Groundwater Demineralization Plant (MGDP) and As-Needed Electrical Testing for various Zone 7 facilities.

The Agency will award to the lowest, responsive, and responsible bidder a one-year contract starting July 1, 2024.

All bidders shall meet the provisions, requirements and specifications listed in the Request for Quotation # 2025-07.

II. Description of the Agency

1. Organization, Purpose and Powers

The Agency is a dependent special district established under the Alameda County Flood Control and Water Conservation District Act (the "District Act"). The District Act (Act 20 of the Uncodified Acts of the California Water Code) was passed by the state Legislature in 1949. The Agency was established by a vote of the residents of the Livermore-Amador Valley (the "Livermore Valley") area in 1957, with its own independently elected board to provide local control of integrated water resources. The Agency is responsible for providing wholesale treated (drinking) and untreated (agricultural irrigation) water, flood control and groundwater management throughout eastern Alameda County.

The Agency is further authorized by the District Act to prevent interference with or diminution of, or to declare rights in the natural flow of any stream or surface or subterranean supply of waters used or useful for any purpose of the Agency and to prevent contamination, pollution or otherwise rendering unfit for beneficial use the surface or subsurface water used or useful in the Agency. The Agency has broad powers to finance, construct and operate a system for the transportation, storage, treatment, and distribution of water. The Agency is also authorized to levy replenishment

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assessments upon the production of groundwater from all water-producing facilities, whether public or private, within the Agency's service area.

In 2003, the legislature passed Assembly Bill 1125 and gave the Agency Board full authority and autonomy to govern matters solely affecting the Agency independently of the Alameda County Board of Supervisors. The Alameda County Board of Supervisors, acting as the Board of Supervisors of the Alameda County Flood Control and Water Conservation District (the "District"), governs the other nine zones of the District. The other zones are operationally and financially independent from the Agency.

2. Service Area

The Agency's service area covers 425 square miles of eastern Alameda County and has an estimated population of 266,000 people. The Agency supplies treated drinking water to retailers serving residents and businesses in Pleasanton, Livermore, Dublin, and through a special agreement with the Dublin San Ramon Services District, the Dougherty Valley area in San Ramon. The Agency also supplies untreated irrigation water to local vineyards, farms, and golf courses, and provides both flood protection and groundwater management to all of eastern Alameda County.

III. Specifications or Scope of Service

1. Provide technical services and test instruments, all power sources (example: 480V 350A power source), and other equipment (example: forklift, generator, if needed) to perform electrical testing to the various equipment at MGDGP using the latest edition of NETA Standard for Maintenance Testing Specifications.
Appendix A includes the Bid Form, List of Equipment, and Test Procedures.
2. Provide testing and repair services as requested by Zone 7 Maintenance Personnel such as equipment replacement, trouble shooting and parts. This should be quoted as additional parts and work. Approval of the Maintenance supervisor is needed prior to start of work.

3. Provide service reports after testing has been completed.
4. Additional Information:
 - a. Testing for MGDG will take place during normal business hours Monday-Friday, 7:00 am to 3:00 pm, schedule to be coordinated with Zone 7 Maintenance supervisor. Testing for MGDG can be done for one day or multiple days depending on agreed schedule. One day is preferable.
 - b. The Agency will perform all switching and coordinating the outage with PG&E.
5. Provide emergency response time of less than eight (8) hours to the district location where service is needed. Technician shall be available 24 hours a day, seven (7) days a week. The emergency hourly rate should include this service.

IV. Vendor Qualifications and Instructions

Review all Specifications and Scope of Work on Section III above before completing and submitting quotation.

Vendor Qualifications

1. Bidder shall be regularly and continuously engaged in the business of providing Electrical Power Testing for at least two years.
2. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.
3. Bidder shall comply with applicable federal, state, and local regulations concerning equal employment opportunity requirements.
4. Bidder shall possess knowledge of regulations and ordinances regarding Electrical Power Testing and shall be familiar with local conditions relating to these services in Alameda County.
5. Companies shall conform to Section 1770 of the California Labor Code and to the California Prevailing Wages Act.
6. Bidder shall be able to provide applicable insurance certificates prior to starting the contract. See Exhibit C for the minimum insurance requirements.

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7. Experience performing work of a similar scope with other municipalities is desirable.

Submission of Quotation

Quotations must be submitted to and received by Zone 7 Water Agency's Business Office no later than 2:00 pm, Pacific Time, on Wednesday, May 1, 2024. Quotations shall be submitted in a sealed envelope and clearly marked:

**Zone 7 Water Agency – Maria Gan
100 N. Canyons Parkway
Livermore, CA 94551
Request for Quotation No. 2025-07**

An original plus a (1) copy of the quotation shall be submitted **in hard copy form**. Quotations may be delivered between the hours of 8:00 am and 5:00 pm Pacific Time, Monday through Friday (excluding Agency holidays).

Note: Late and/or unsealed submittals cannot be accepted. All bids, whether delivered by an employee of the offeror, USPS, courier, or package delivery service must be received and time stamped at the stated address prior to the time designated as the deadline. The Agency's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

The following information or documentation must be submitted:

The following documentation are required to be included in the submitted bid. If not included, the submitted will be considered non-responsive.

1. Appendix A, Bid Form
2. Appendix B, Exceptions or Deviation, to list any exceptions taken to anything within this RFQ.
3. Appendix D, Public Work – Prevailing Wage Job
4. Current copy of valid California Contractors license pertinent to the scope of work.
5. Appendix E – References and Subcontractors

6. Appendix F - Acknowledgment of Insurance

V. Award, Protest and Agreement Execution

Quotation Opening

Public opening of quotations will be on May 2, 2024, Thursday at 1:00pm PST, 901 E Vineyard Ave. Livermore, CA 94550, Upper Maintenance Trailer. All information regarding the bid responses will be held as confidential until such time as the bids are publicly opened. Attendance is optional.

Quotation Evaluation

Quotations will be reviewed and evaluated based on the following:

1. The overall total cost on the bid form.
2. Current valid California Contractors license and valid DIR Registration (if applicable).

Quotations Withdrawals or Modifications

Quotations may be modified or withdrawn only by a written request received by the Agency prior to the Request for Quotation due date.

Quotation Rejection

Zone 7 Agency reserves the right to reject any and all Quotations, to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the Quotations; and to accept the Quotation(s) that appear(s) to be in the best interest of the Agency. In determining and evaluating the Quotations, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

Subcontracting

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If subcontracting is contemplated, this should be discussed in your Quotation. No additional subcontracting will be allowed without the express prior written consent of the Agency.

Preparation Costs

Any Quotation preparation and/or travel cost regarding this Quotation is the sole responsibility of the Bidder. All Quotation documents, prints, and any detailed drawings shall be the property of the Agency once submitted.

Notification of Intent to Award

In the event a Bidder elects to protest the Agency's selection, the protest must be submitted in writing in accordance with the Agency's protest procedures.

Insurance Requirements

The successful Bidder(s) shall furnish the Agency proof of insurance requirements as specified in Appendix C.

Execution of Agreement

The Agreement shall be signed by the successful Bidder(s) and returned, together, with the required insurance documents within ten (10) calendar days after the Bidder has received the notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of the Agency. No Quotation or Agreement shall be considered binding upon the Agency until the execution of the Agreement by the Agency Board of Directors and all conditions of the Agreement and or RFQ have been met.

Invoicing and Payment Process

The Contractor will bill on either one-time or monthly basis (as applicable) based on the work performed. Invoices not including the proper purchase order or contract number, or any variations may cause a delay in payment. Payment will be made after invoices are received, approved by the staff overseeing the work and the department has processed the payment. Payments will normally be made at the end of thirty (30) days unless other terms are

specifically offered by the Contractor and accepted by the Agency. The Agency does not pay in-advance or for interest or fees for late payments.

Agreement Extension

At the sole discretion of the Agency, the Agency may, upon two months prior notice to the Contractor, extend the Agreement for two successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as the Agency chooses to exercise the option to extend the Agreement, the Contractor will be notified and requested to submit a written Quotation detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term.

VI. General Provisions

Independent Contractor

In performance of the work, duties and obligations assumed by the Bidder, it is mutually understood and agreed that the Bidder, including any and all of the Bidder's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Agency.

Notice Related to Proprietary/Confidential Data

No part of any bid response shall be confidential or proprietary. Bid responses submitted in response to this RFQ may be subject to public disclosure. Agency shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of the Agency. Agency reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of record that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of "trade secrets" protected by the Uniform Trade Secret Act (Civil Code Section 3426, *et seq.*) Pricing information is not considered proprietary information.

Governing Law and Regulations

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The services will be performed in, construed by and interpreted according to the laws of the State of California. Bidder will comply with all federal, state, and local laws, standards, regulations, licenses, and permits.

No quotation received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening Quotations. The Zone 7 Water Agency reserves the right to retain all quotations submitted and to use any ideas in a quotation regardless of whether that quotation is selected. Submission of a quotation indicates acceptance by the firm of the conditions contained in this request for quotations, unless clearly and specifically noted in the quotation submitted and confirmed in the agreement between the Zone 7 Water Agency and the firm selected. Zone 7 Water Agency is a public agency formed and existing under the laws of the State of California. The successful bidders will be required to satisfy all current legal requirements applicable to this work including the Labor Code section 1061(b)(1), if applicable.

VII. Prevailing Wage/Compliance with Provisions of Laws Relative to Public Contracts

For contracts totaling \$1,000.00 or more, Contractor shall pay to persons performing labor in and about the Work an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at the site of the Work.

VIII. Contractor Registration Requirements

Pursuant to Labor Code Section 1771.1(a) **A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and**

[qualified to perform public work pursuant to Labor Code Section 1725.5.](#) It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(c) An inadvertent error in listing a sub-consultant who is not registered pursuant to Section 1725.5 in a proposal shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that any of the following apply:

(1) The sub-consultant is registered prior to the proposal submittal date.

(2) Within 24 hours after the proposal submittal date, the sub-consultant is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The sub-consultant is replaced by another registered sub-consultant pursuant to Section 4107 of the Public Contract Code.

Only vendors/contractors that are subject to the public works statutes would be required to register. A&E firms that are not doing or subcontracting out tasks subject to public work requiring prevailing wages are not subject to registration and public works laws. Design work is not subject to prevailing wages and, therefore, not considered public work, and the firm does not have to register. For example, A&E tasks that are subject to public works laws would be surveying, soil testing, material testing, and building/construction inspection, as there is prevailing wage determination for these works.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Department of Industrial Relations- Contractor Registration information and web link:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

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In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier. (Appendix D)

This service is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as Zone 7 when requested.

IX. Definitions

Agency: Zone 7 Water Agency or its authorized representative.

Request for Quotation (RFQ): The document soliciting invitation for Quotation and includes basic Quotation information and contractual documents.

Bidder: a person, corporation, partnership, or other entity who submits a Quotation.

Closing Date and Time: The time and date deadline for submission of Quotation.

Contractor: Upon the Agency's award of the agreement a successful Bidder will become known as "Contractor".

APPENDIX A

BID FORM

Electrical Power Testing MGD

COST SHALL BE SUBMITTED ON APPENDIX A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted is the cost the County will pay for the term of any contract that is a result of this bid. This quote is valid for a minimum of 90 days.

Qty	Unit	Description	Amount
1	Lot	MGDP Electrical Power Testing Services (see list of equipment, test procedures, and drawings below). The cost should include all power sources, taxes, equipment (if needed), travel, and miscellaneous expenses	\$
3	hours	Emergency On-Call - Electrical Testing of One (1) Molded-Case Circuit Breaker, 600A. The cost should include all power sources, taxes, equipment (if needed), travel, and miscellaneous expenses	\$
		Grand Total	\$

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SERVICE CALLS (please specify days and times)			
Standard Time	Days _____	Time _____	
Overtime	Days _____	Time _____	
Emergency Calls	Days _____	Time _____	
HOURLY RATE (\$/hour)	Straight Time	Overtime	Emergency Calls
MISCELLANEOUS PARTS AND MATERIALS AS REQUIRED	Cost plus _____% (This quote will not be part of the evaluation of cost)		
EMERGENCY SERVICE CALL RESPONSE TIME _____ hours			

Bidder Name:			
Bidder Company:		TIN:	
Bidder Address:			
Telephone No.		Email:	
Signature:		Date Quote Submitted:	

LIST OF EQUIPMENT

LOCATION - 5215 STONERIDGE DR. PLEASANTON, CA 94566

Qty	Tag	Equipment Description
I. MAIN SWITCHBOARD (SWGR-1)		
1		Low Voltage Switchgear Lineup, Rating: 480V - Inspect, Clean
3		Current Transformer
3		Potential Transformer
1	Main Breaker	Main Breaker Insulated Case - Fixed Amount - Electronic Trip - Primary Injection, Rating 4000A (Square D Masterpact)
1	Busduct 1	Main Breaker Insulated Case - Fixed Amount - Electronic Trip - Primary Injection, Rating 3200A
1	Busduct 2	Main Breaker Insulated Case - Fixed Amount - Electronic Trip - Primary Injection, Rating 1600A
1	MCC12	Feeder Breaker Insulated Case - Fixed Amount - Electronic Trip - Primary Injection, Rating 800A
1	MCC11	Feeder Breaker Insulated Case - Fixed Amount - Electronic Trip - Primary Injection, Rating 1600A
II. MCC-11 BREAKERS		
1	Mezzanine	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 225A
3	RO Booster PMP	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 100A
2	CIP Heaters	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 250A
III. MCC-12 BREAKERS		
1	Temp Gen	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 600A
1	PNL1211	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 200A
1	PNL121	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 250A
1	CIP 705	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 100A
1	PMP653	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 200A
1	PMP658	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 200A
1	PNL111	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 225A
1	PNL1212	Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 125A
IV. HIGH SERVICE PUMP DRIVES		
3		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 800A
V. PANEL-1212 PANEL BOARD BREAKER		
1		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 125A
VI. PANEL-121 PANEL BOARD BREAKER		
1		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 225A
VII. PANEL-112 PANEL BOARD BREAKER		
1		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 225A
VIII. PANEL-1211 PANEL BOARD BREAKER		
1		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 225A
IX. R.O. FEED PUMPS		
3		Circuit Breaker - Molded Case - Thermal-Magnetic Trip, Rating 250A
X. MAIN TRANSFORMER		
1		Transformers, Liquid-Filled, Oil Analysis, Rating: Medium-Voltage

TEST PROCEDURES

Switchgear and Switchboard Assemblies

Visual and Mechanical Inspection

1. Compare equipment nameplate data with specifications.
2. Inspect for physical, electrical, and mechanical condition including evidence of moisture or corona.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - a. Use of low resistance ohmmeter in accordance with NEMA MTS Section 7.1.B.1.
 - b. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with the manufacturer's published data or NETA MTS Table 100.12.
6. Use appropriate lubrication on moving current-carrying parts and moving and sliding surfaces.
7. Verify correct barrier and shutter installation and operation.
8. Exercise all active components.
9. Inspect mechanical indicating devices for proper operation.
10. Verify that filters are in place and/or vents are clear.
11. Perform visual and mechanical inspection of instrument transformers in accordance with NETA MTS Section 7.10.
12. Perform as-left tests.
13. Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
14. Verify that primary and secondary fuse ratings or circuit breakers match drawings.

15. Verify correct functioning and draw out disconnecting and grounding contacts and interlocks.

Electrical Tests

1. Perform insulation-resistance tests on each bus section, phase-to-phase and phase-to-ground for one (1) minute in accordance with the manufacturer's published data. In the absence of manufacturer's published data, use NETA MTS Table 100.1.
2. Verify operation of switchgear/switchboard heaters and their controller, if applicable.

Instrument Transformers CT

Visual and Mechanical Inspection

1. Compare equipment nameplate data with specifications.
2. Inspect for physical, electrical, and mechanical condition.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - c. Use of low resistance ohmmeter in accordance with NEMA MTS Section 7.10.3.B.1.
 - d. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with the manufacturer's published data or NETA MTS Table 100.12.
6. Verify that all required grounding and shorting connections provide contact.
7. Verify correct operation of transformer withdrawal mechanism and grounding operation, if applicable.
8. Verify correct primary and secondary fuse sizes for voltage transformers.
9. Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
10. Perform as-left tests.

Electrical Tests

1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with NETA D2401MTS Section 7.10.1.A.4.1.
2. Perform insulation-resistance test of each current transformer and wiring-to-ground at 1000 volts dc for one minute. For units with solid-state components that cannot tolerate the applied voltage, follow manufacturer's recommendations D2530.
3. When applicable, perform insulation-resistance tests on the primary winding with the secondary grounded. Test voltages shall be in accordance with NETA MTS Table 100.5.
4. When applicable, perform dielectric withstand tests on the primary winding with the secondary grounded. Test voltages shall be in accordance with NETA MTS Table 100.9.
5. Verify that current circuits are grounded and have only one grounding point in accordance with ANSI/IEEE C57.13.3.

Instrument Transformers

Visual and Mechanical Inspection

1. Compare equipment nameplate data with specifications.
2. Inspect for physical, electrical, and mechanical condition.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - a. Use of low resistance ohmmeter in accordance with NEMA MTS Section 7.10.3.B.1.
 - b. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with the manufacturer's published data or NETA MTS Table 100.12.
6. Verify that all required grounding and shorting connections provide contact.
7. Verify correct operation of transformer withdrawal mechanism and grounding operation, if applicable.

8. Verify correct primary and secondary fuse sizes for voltage transformers.
9. Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
10. Perform as-left tests.

Electrical Tests

1. Perform insulation-resistance tests for one minute winding-to-winding and each winding-to-ground. Test voltages shall be applied in accordance with NETA MTS Table 100.5.
2. Perform a turns-ratio test on all tap positions, if applicable.
3. Verify that potential circuits are grounded and have only one grounding point in accordance with ANSI/IEEE C57.13.3.

Circuit Breakers, Air, Insulated-Case/Molded-Case

Visual and Mechanical Inspection

1. Compare equipment nameplate data with specifications.
2. Inspect for physical, electrical, and mechanical condition.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Operate the circuit breaker to insure smooth operation.
6. Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - c. Use of low resistance ohmmeter in accordance with NEMA MTS Section 7.6.1.1.B.1.
 - d. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with the manufacturer's published data or NETA MTS Table 100.12.
7. Inspect operating mechanism, contacts, and arc chutes in unsealed units.
8. Perform adjustments for final protective device settings in accordance with the coordination

study.

9. Perform as left tests.

Electrical Tests

1. Perform a contact/pole-resistance test.
2. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA MTS Table 100.1.
3. Determine long-time pickup and delay by primary current injection.
4. Determine short-time pickup and delay by primary current injection.
5. Determine ground-fault pickup and time delay by primary current injection.
6. Determine instantaneous pickup by primary current injection.
7. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with NETA MTS Table 100.20.
8. Reset all trip logs and indicators.

Transformers, Liquid-Filled, Oil Analysis Only

Visual and Mechanical Inspection

1. Compare equipment nameplate data with specifications.
2. Inspect for physical mechanical condition.
3. Verify the presence of PCB labeling, if applicable.
4. Verify that cooling fans and/or pumps operate correctly.
5. Verify correct liquid level in all tanks and bushings.
6. Verify that positive pressure is maintained on gas-blanketed transformers.

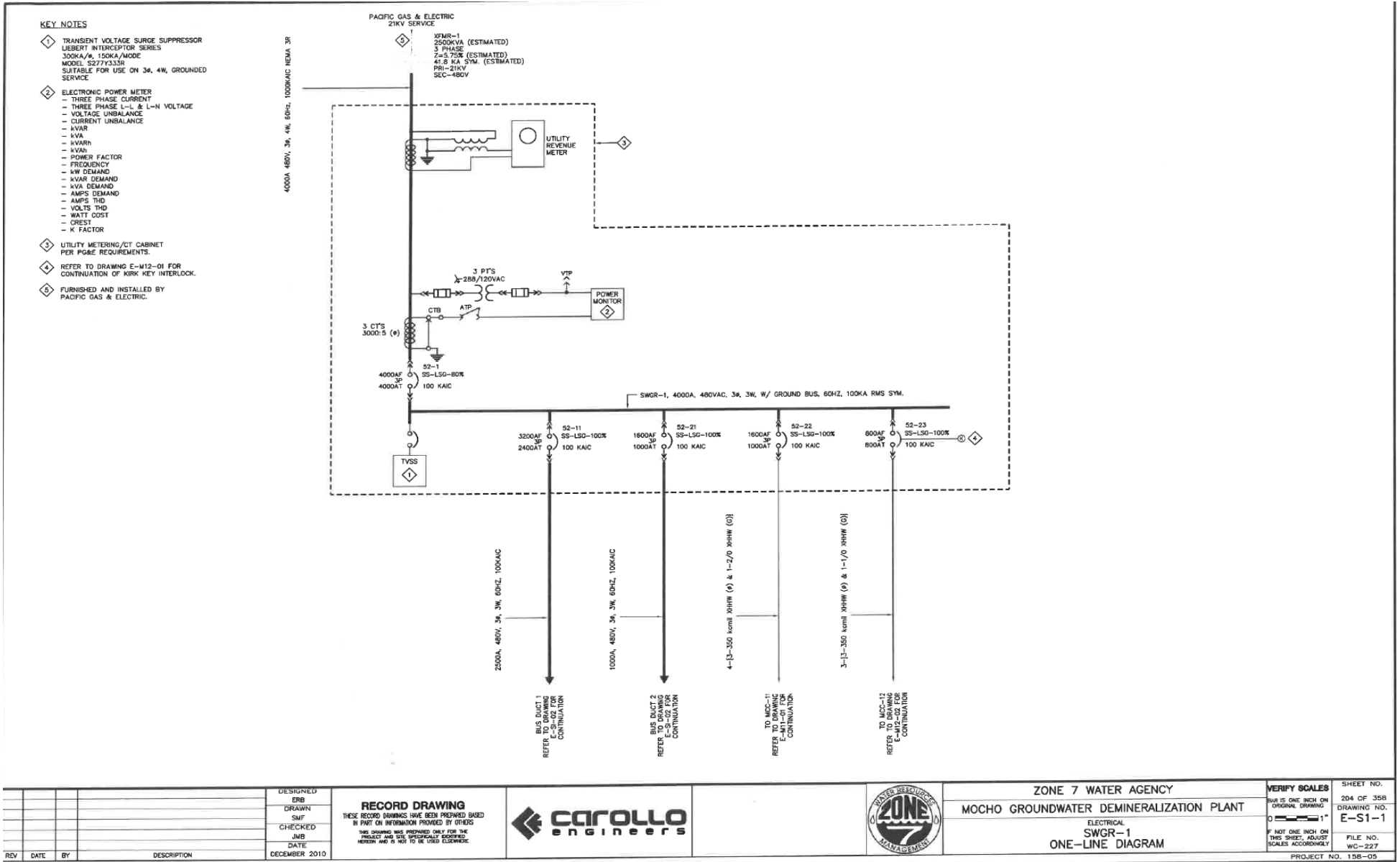
Electrical Tests

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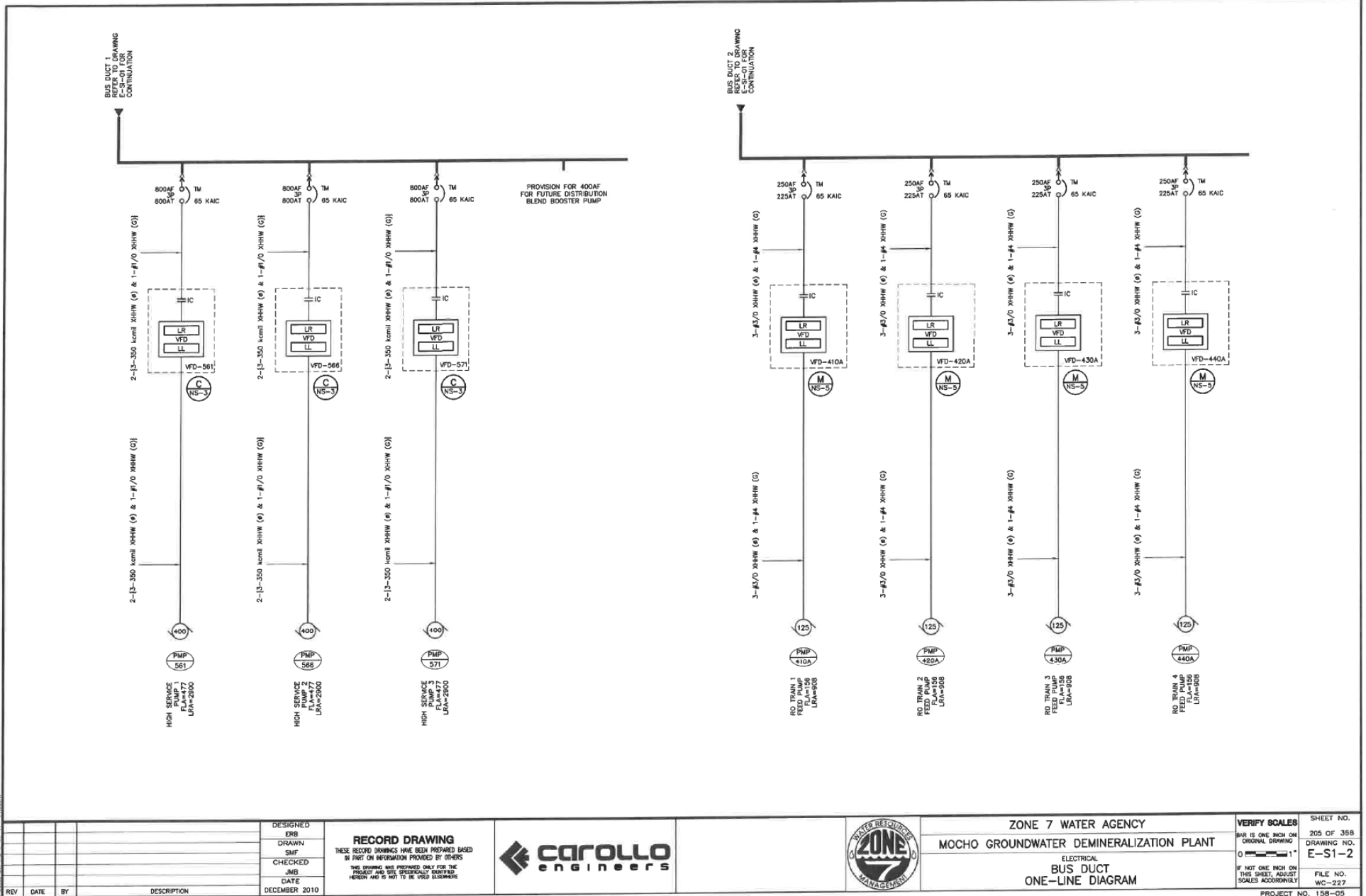
1. Remove a sample of insulating liquid in accordance with ASTM D 923. The sample shall be tested for the following:
 - a. Dielectric breakdown voltage: ASTM D 877 and/or ASTM D 1816
 - b. Acid neutralization number: ANSI/ASTM D 974
 - c. Specific gravity: ANSI/ASTM D 1298
 - d. Interfacial tension: ANSI/ASTM D 971 or ANSI/ASTM D 2285
 - e. Color: ANSI/ASTM D 1500
 - f. Visual condition: ASTM D 1524
 - g. Required on 25kV or higher voltages and on all silicone-filled units.
2. Measure power factor or dissipation factor in accordance with ASTM D 924.
3. Remove a sample of insulating liquid in accordance with ASTM D 3613 and perform dissolved-gas analysis (DGA) in accordance with ANSI/IEEE C57.104 or ASTM D3612.

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DRAWINGS



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Zone 7 - 205_125-11_1108m

REV	DATE	BY	DESCRIPTION

DESIGNED
ERB
DRAWN
SMF
CHECKED
JMB
DATE
DECEMBER 2010

RECORD DRAWING
THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS.
THIS DRAWING NOT PROVIDED ONLY FOR THE PROJECT AND SITE SPECIFICALLY INDICATED HEREON AND IS NOT TO BE USED OTHERWISE.

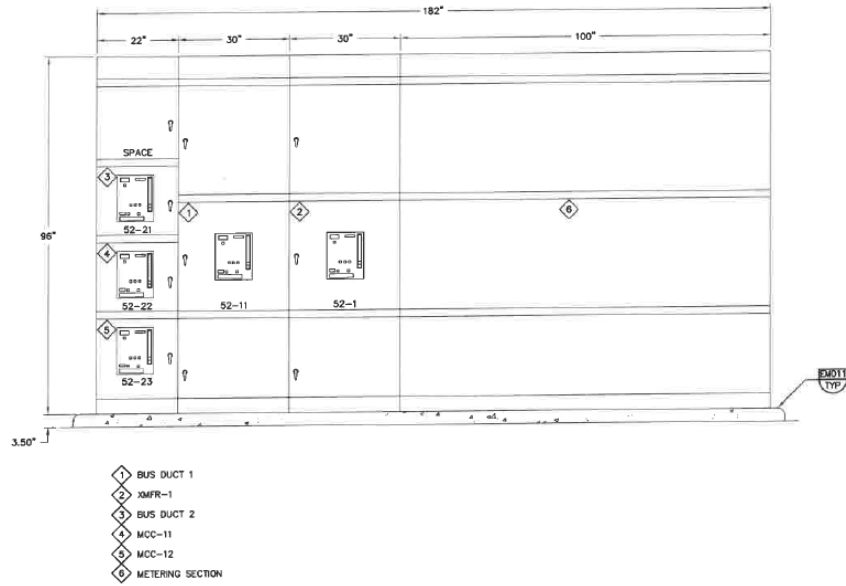


ZONE 7 WATER AGENCY
MOCHO GROUNDWATER DEMINERALIZATION PLANT
ELECTRICAL
BUS DUCT
ONE-LINE DIAGRAM

VERIFY SCALES
1" = 1' ONE INCH ON ORIGINAL DRAWING
0 1' 1" 2' 3' 4' 5' 6' 7' 8' 9' 10'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

SHEET NO. 205 OF 358
DRAWING NO. E-S1-2
FILE NO. WC-227
PROJECT NO. 158-05

REQUEST FOR QUOTE NO. 2025-07



20 SWGR-1 ELEVATION
 SCALE: 3/4"=1'-0"
 FILE: -

REV	DATE	BY	DESCRIPTION

DESIGNED: ERB
 DRAWN: SMF
 CHECKED: JMB
 DATE: DECEMBER 2010

RECORD DRAWING
 THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED
 IN PART ON INFORMATION PROVIDED BY OTHERS
 THIS DRAWING WAS PREPARED ONLY FOR THE
 PROJECT AND USE SPECIFICALLY IDENTIFIED
 HEREIN AND IS NOT TO BE USED ELSEWHERE

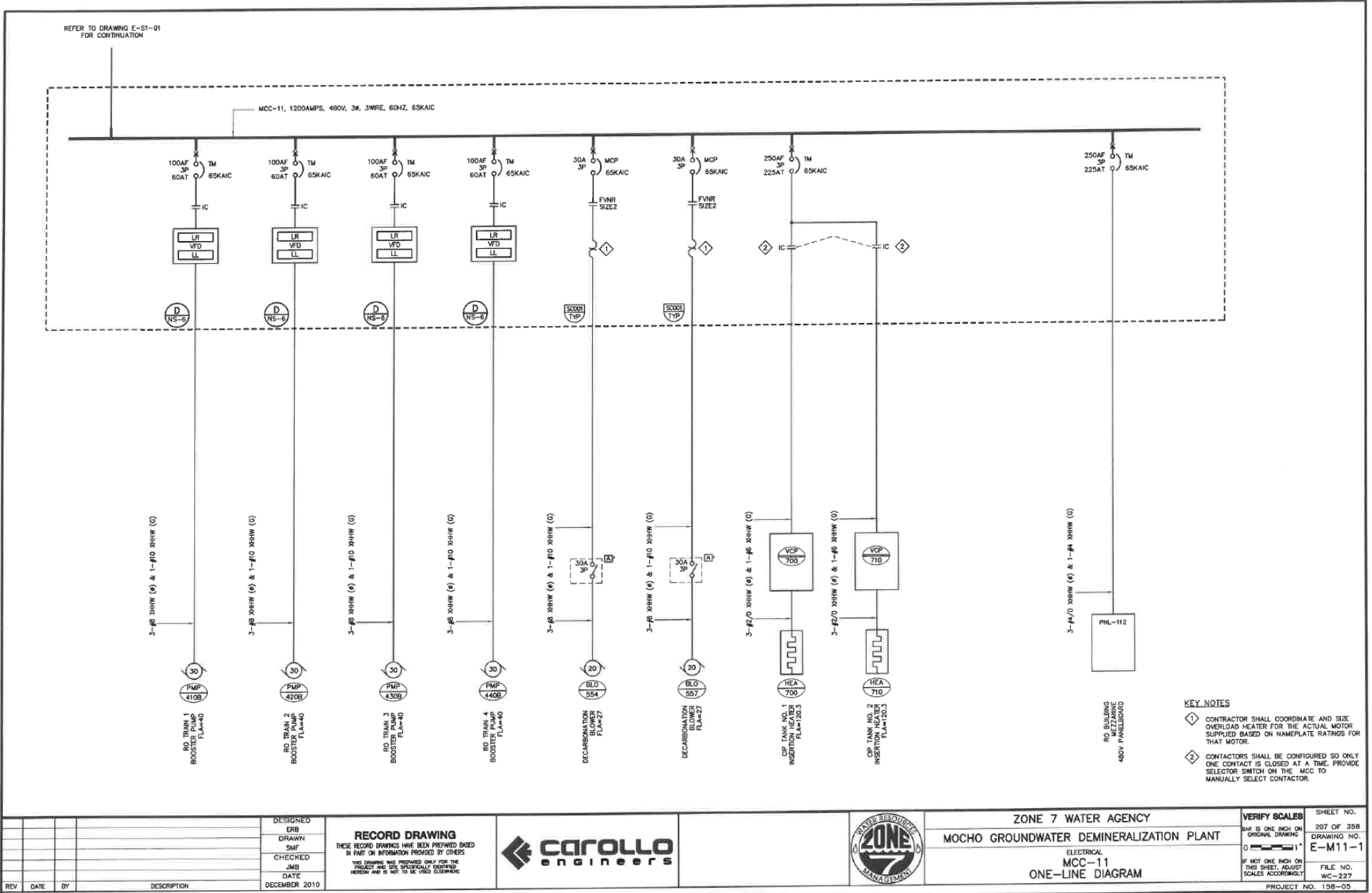


ZONE 7 WATER AGENCY
MOCHO GROUNDWATER DEMINERALIZATION PLANT
 ELECTRICAL
SWGR-1
ELEVATION

VERIFY SCALES <small>THIS IS ONE INCH ON ORIGINAL DRAWING</small> <small>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</small>	SHEET NO. 200 OF 358 DRAWING NO. E-S1-3 FILE NO. WC-227 PROJECT NO. 198-08
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FILENAME: C:\CLIENT\CA\ZONE 7\WC-227E-01-03 3-29-11 09:46am TFLK XREFS: WC-227-787-bdr ACT\WC227.dwg

REQUEST FOR QUOTE NO. 2025-07



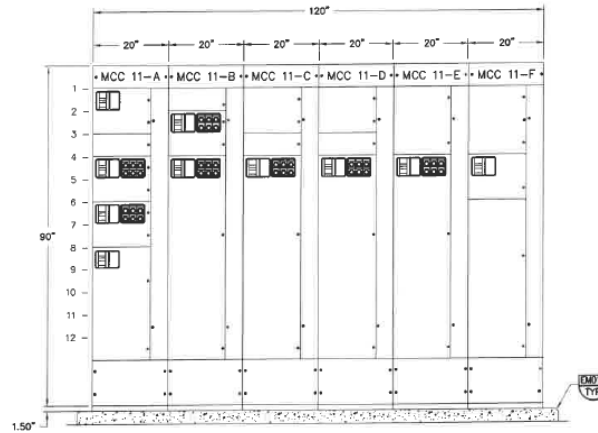
REQUEST FOR QUOTE NO. 2025-07

PNL-111												LAST UPDATED 4/8/2009					
PANEL INFORMATION												PANEL CALCULATIONS					
LOCATION	RO BUILDING ELECTRICAL ROOM											NEMA RATING	12	144900	TOTAL CONNECTED VA	A PHASE	48300
VOLTAGE	480											WIRE	3	63750	TOTAL CONTINUOUS VA	B PHASE	48300
PHASE	3											PANEL AMP RATING	225	56400	TOTAL INTERMITTENT VA	C PHASE	48300
MAIN INTERRUPT	65 KALC											FEED	BOTTOM	114150	TOTAL PANEL VA		
MANUFACTURER												MTC.	SURFACE	137.3	TOTAL PANEL AMPS		
I/C	L	R	SW	DESCRIPTION	LOAD (VA)	BKR	CIR	#	CIR	BKR	LOAD (VA)	DESCRIPTION	SW	R	L	I/C	
I				FLUSH BLEND VAULT VALVES	2100	3P15	1	A	2	3P30	4200	EDV-57A, EDV-232				I	
I				EDV-212 (FUTURE) & EDV-214	2100		3	B	4		4200					I	
I					2100		5	C	5		4200					I	
I				RO TRAIN NO. 1 VALVES	2100	3P15	7	A	8	3P00	9500	CHEMICAL CONTAINMENT SUMP				C	
I				EDV-418 & EDV-613	2100		9	B	10		9500	VCP-890				C	
I					2100		11	C	12		9500					C	
I				RO TRAIN NO. 2 VALVES	2100	3P15	13	A	14	3P30	3150	FLUSH BLEND VAULT SUMP PUMP				C	
I				EDV-420 & EDV-623	2100		15	B	16		3150	VCP-1210				C	
I					2100		17	C	18		3150					C	
I				RO TRAIN NO. 3 VALVES	2100	3P15	19	A	20	3P30	4350	SANITARY LIFT STATION				C	
I				EDV-430 & EDV-633	2100		21	B	22		4350	VCP-1060				C	
I					2100		23	C	24		4350					C	
I				RO TRAIN NO. 4 VALVES	2100	3P15	25	A	26	3P40	5000	ROLL-UP DOORS				C	
I				EDV-440 & EDV-643	2100		27	B	28		5000					C	
I					2100		29	C	30		5000					C	
I				RAW WATER VALVES	2100	3P20	31	A	32	3P00	9500	DRAINAGE SUMP				C	
I				EDV-233 & EDV-234 & EDV-663B	2100		33	B	34		9500	VCP-1310				C	
I					2100		35	C	36		9500					C	
I				SPACE		3P20	37	A	38	3P20		SANTA RITA VAULTS EDV'S 1611				C	
							39	B	40			1612, 1650				C	
							41	C	42							C	

PNL-112												LAST UPDATED 3/2/2007					
PANEL INFORMATION												PANEL CALCULATIONS					
LOCATION	RO BUILDING MEZZANINE											NEMA RATING	12	151350	TOTAL CONNECTED VA	A PHASE	40450
VOLTAGE	480											WIRE	3	151687.5	TOTAL CONTINUOUS VA	B PHASE	40450
PHASE	3											PANEL AMP RATING	225	0	TOTAL INTERMITTENT VA	C PHASE	40450
MAIN INTERRUPT	CB 225											FEED	BOTTOM	151687.5	TOTAL PANEL VA		
MANUFACTURER	65 KALC											MTC.	SURFACE	182.5	TOTAL PANEL AMPS		
I/C	L	R	SW	DESCRIPTION	LOAD (VA)	BKR	CIR	#	CIR	BKR	LOAD (VA)	DESCRIPTION	SW	R	L	I/C	
C				TRENCH SUMP PUMP NO.1	4250	3P30	1	A	2	3P40	8350	HVAC CONTROL PANEL				C	
C				VCP-1060	4250		3	B	4		8350	VCP-1145				C	
C					4250		5	C	6		8350					C	
C				CONTROL ROOM AIR HANDLING UNIT	6200	3P40	7	A	8	3P40	13300	AHU-1100				C	
C				AHU-1110	6200		9	B	10		13300	ELECTRICAL ROOM AIR HANDLING UNIT				C	
C					6200		11	C	12		13300					C	
C				PROCESS ROOM AIR HANDLING UNIT	3100	3P20	13	A	14	3P15	1000	AMMONIA STORAGE ROOM				C	
C				AHU-1130	3100		15	B	16		1000	AHU-1830				C	
C					3100		17	C	18		1000					C	
C				SPACE			19	A	20	3P30	4250	TRENCH SUMP PUMP NO.2				C	
							21	B	22		4250	VCP-1070				C	
							23	C	24		4250					C	
				SPACE			25	A	26							C	
							27	B	28							C	
				SPACE			29	C	30							C	
							31	A	32							C	
				SPACE			33	B	34							C	
							35	C	36							C	
				SPACE			37	A	38							C	
							39	B	40							C	
							41	C	42							C	

		DESIGNED ERB	RECORD DRAWING <small>THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS.</small>			ZONE 7 WATER AGENCY MOCHO GROUNDWATER DEMINERALIZATION PLANT		VERIFY SCALES	SHEET NO. 208 OF 358		
		CHECKED SMF						DRAWN TO SCALE IS ONE INCH ON ORIGINAL DRAWING		DRAWING NO. E-M11-2	
		DATE DECEMBER 2010				THIS DRAWING WAS PREPARED ONLY FOR THE PROJECT AND HAS NOT BEEN TESTED OR VERIFIED HERETO AND IS NOT TO BE USED ELSEWHERE.				IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	FILE NO. WC-227
REV	DATE	BY				DESCRIPTION			ELECTRICAL MCC-11 PANEL SCHEDULES		PROJECT NO. 158-05

REQUEST FOR QUOTE NO. 2025-07



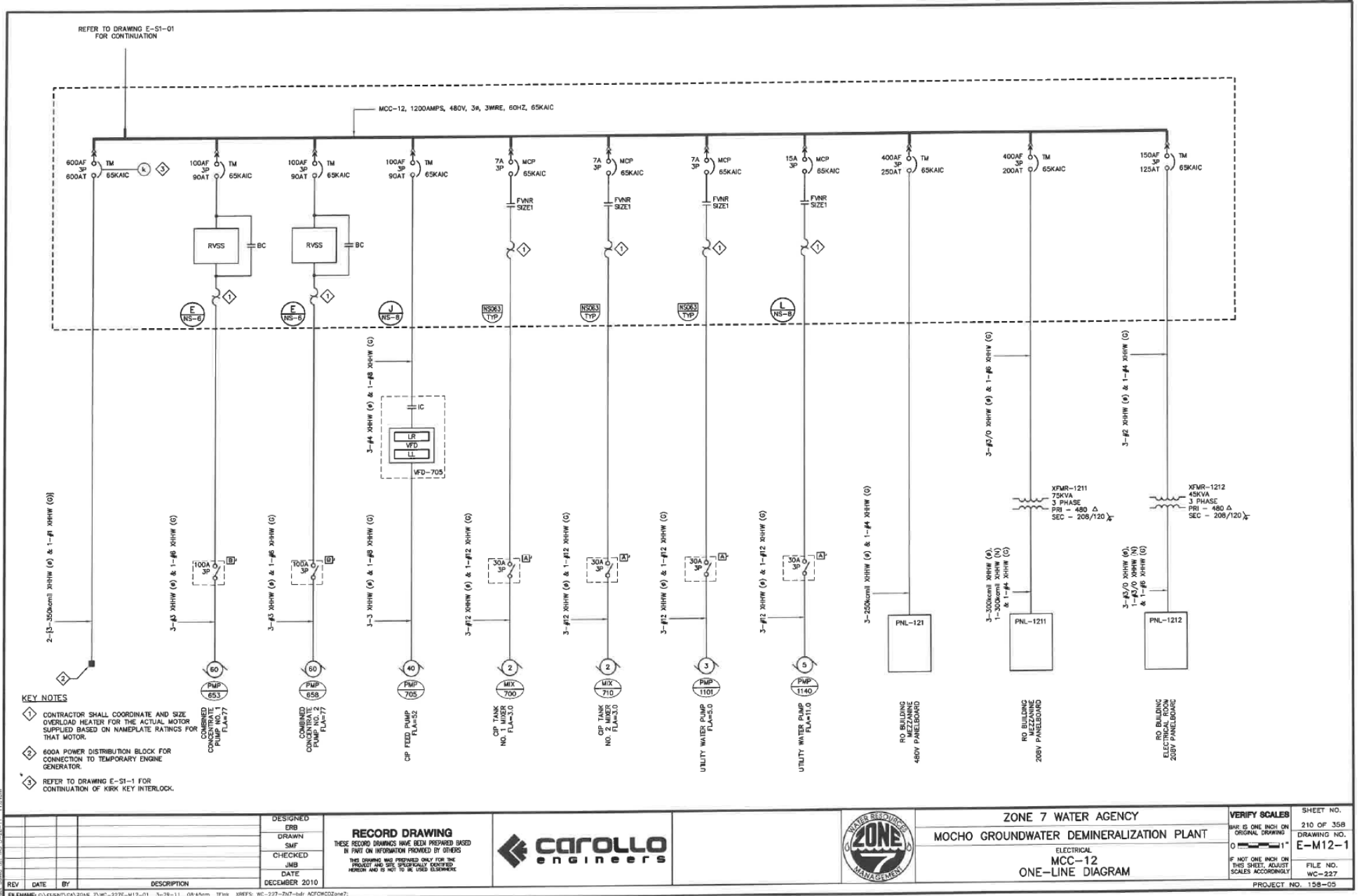
- | | | | | | |
|------------------------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------------|
| A1 - RO BUILDING
ELECTRICAL ROOM
480V PANELBOARD 111 | B1 - CIP TANK HEATER
HEA-700 | C1 - CIP TANK HEATER
HEA-710 | D1 - SPACE | E1 - SPACE | F1 - SPACE |
| A3 - SPACE | B4 - RO TRAIN 1 BOOSTER
PUMP
PMP-410B | C4 - RO TRAIN 2 BOOSTER
PUMP
PMP-420B | D4 - RO TRAIN 3 BOOSTER
PUMP
PMP-430B | E4 - RO TRAIN 4 BOOSTER
PUMP
PMP-440B | F4 - RO BUILDING MEZZANINE
480V PANELBOARD 112 |
| A5 - DECARBONATION
BLOWER
BLO-554 | | | | | F8 - INCOMING SECTION
M.L.O. |
| A7 - DECARBONATION
BLOWER
BLO-557 | | | | | |
| ABL - CIP TANK HEATER(S)
FEEDER BREAKER | | | | | |

23
MCC-11 ELEVATION
 SCALE: 3/4"=1'-0"
 FILE: --

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REV	DATE	BY	DESCRIPTION																								

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REQUEST FOR QUOTE NO. 2025-07



REQUEST FOR QUOTE NO. 2025-07

PNL-121										LAST UPDATED 3/2/2007						
PANEL INFORMATION										PANEL CALCULATIONS						
LOCATION	RO BUILDING MEZZANINE			NEMA RATING	12	88325	TOTAL CONNECTED VA			A PHASE	32775					
VOLTAGE	480			WIRE	3	122906.25	TOTAL CONTINUOUS VA			B PHASE	32775					
PHASE	3			PANEL AMP RATING	225	0	TOTAL INTERMITTENT VA			C PHASE	32775					
MAIN INTERRUPT	CB 225			FEED	0	122906.25	TOTAL PANEL VA									
MANUFACTURER	65 KMC			MTC. SURFACE		147.8	TOTAL PANEL AMPS									
I/C	L	R	SW	DESCRIPTION	LOAD (VA)	BKR	CR	#	CR	BKR	LOAD (VA)	DESCRIPTION	SW	R	L	I/C
C				SCALE INHIBITOR CONTROL PANEL	6625	3P30	1	A	2	3P30	6625	CAUSTIC SODA CONTROL PANEL				C
C				VCP-B10	6625		3	B	4		6625	VCP-820				C
C				AQUA AMMONIA CONTROL PANEL	6625	3P30	7	A	8	3P30	6625	SODIUM HYPOCHLORITE CONTROL PANEL				C
C				VCP-B30	6625		9	B	10		6625	VCP-840				C
C				SPARE	6625	3P30	11	C	12		6625	SPARE				C
C				SPARE			13	A	14	3P30						
C				SPARE			15	B	16							
C				SPARE			17	C	18							
C				PLANT AIR COMPRESSOR CONTROL PANEL	5825	3P30	19	A	20	3P15	450	AQUA AMMONIA AIR HANDLING UNIT				C
C				VCP-1150	5825		21	B	22		450	AHU-1830				C
C				SPARE	5825	3P30	23	C	24		450	SPARE				C
C				SPARE			25	A	26	3P30						
C				SPARE			27	B	28							
C				SPARE			29	C	30							
C				SPARE			31	A	32							
C				SPARE			33	B	34							
C				SPARE			35	C	36							
C				SPARE			37	A	38							
C				SPARE			39	B	40							
C				SPARE			41	C	42							

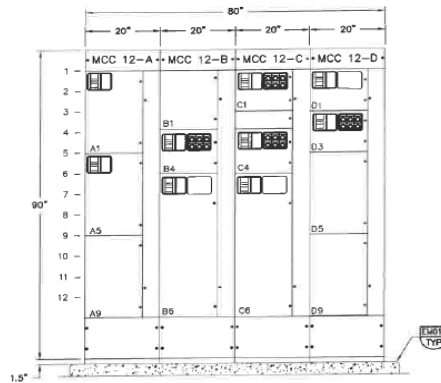
PNL-1211										LAST UPDATED 4/8/2009						
PANEL INFORMATION										PANEL CALCULATIONS						
LOCATION	RO BUILDING MEZZANINE			NEMA RATING	12	35715	TOTAL CONNECTED VA			A PHASE	11660					
VOLTAGE	208 /120			WIRE	4	27468.75	TOTAL CONTINUOUS VA			B PHASE	12545					
PHASE	3			PANEL AMP RATING	225	9100	TOTAL INTERMITTENT VA			C PHASE	11010					
MAIN INTERRUPT	CB 225			FEED	0	36568.75	TOTAL PANEL VA									
MANUFACTURER	10 KMC			MTC. SURFACE		101.5	TOTAL PANEL AMPS									
I/C	L	R	SW	DESCRIPTION	LOAD (VA)	BKR	CR	#	CR	BKR	LOAD (VA)	DESCRIPTION	SW	R	L	I/C
C				SOV-B11, SOV-B13, SOV-B21, SOV-B31, SOV-B43	600	1P15	1	A	2	1P20	720	WATER QUALITY STATION PLUG STRIP				
C				PNP-359	700	1P15	3	B	4	1P20	720	WATER QUALITY STATION PLUG STRIP				
C				POP-200 POWER	1925	1P20	5	C	6	1P20	720	UNDER COUNTER REFRIGERATOR RECEPTACLE				
C				POP-200 AC POWER	1925	1P20	7	A	8	1P20	360	STORAGE AREA RECEPTABLES				I
C				POP-200 AC POWER	1925	1P20	9	B	10	1P20	360	CONTROL ROOM RECEPTABLES				I
C	4		g	SCALE INHIBITOR STORAGE AREA LIGHTS	1150	1P20	11	C	12	1P20	900	CONTROL ROOM RECEPTABLES				I
C	3		h	SOUTH EXTERIOR LIGHTS	300	1P20	13	A	14	1P30	2400	CAUSTIC SODA HEAT TRACING CIRCUIT NO. 1				C
C	6		i	STORAGE AREA LIGHTS	300	1P20	15	B	16	1P20	1200	CAUSTIC SODA HEAT TRACING CIRCUIT NO. 2				C
C	4		k	CONTROL ROOM LIGHTS	300	1P20	17	C	18	1P20	1800	CAUSTIC SODA HEAT TRACING CIRCUIT NO. 3				C
C	17		l	MEZZANINE LIGHTS	300	1P20	19	A	20	1P20	900	CHEMICAL & SAMPLE PNL AREA RECEPTABLES				I
C	4		d	NORTH EXTERIOR & EAST CORRIDOR LIGHTS	700	1P20	21	B	22	1P20	1440	CHEMICAL & SAMPLE PNL AREA RECEPTABLES				I
C	4		e	CAUSTIC SODA STORAGE AREA LIGHTS	1225	1P20	23	C	24	1P20	720	STORAGE AREA & BATHROOM RECEPTABLES				I
C	4		f	GENERAL CHEMICAL AREA LIGHTS	1550	1P20	25	A	26	1P20	1400	SPARE				I
C	4		e	SOD. HYPO. STORAGE AREA LIGHTS	1550	1P20	27	B	28	1P20	1400	FLASK WASHER RECEPTACLE				I
C	6		m	CONTROL ROOM RECESSED LIGHTS	325	1P20	29	C	30	1P20	360	MEZZANINE RECEPTABLES				I
C	4		n	WATER QUALITY STATION LIGHTS	350	1P20	31	A	32	1P20	75	STORAGE ROOM EXTERIOR LIGHT				I
C	1		p	BATHROOM LIGHT	150	1P20	33	B	34	1P20	360	SPARE				I
C	5		o	AQUA AMMONIA STORAGE AREA LIGHTS	1225	1P20	35	C	36	1P20	360	WATER QUALITY STATION RECEPTABLES				I
C				SPARE			37	A	38	1P20	780	WATER				
C				SPARE			39	B	40	1P20	1200	HEATER				
C				SPARE			41	C	42	1P20		DIPPR 101 DEAD BOLT SWITCH				

PNL-1212										LAST UPDATED 4/8/2009						
PANEL INFORMATION										PANEL CALCULATIONS						
LOCATION	RO BUILDING ELECTRICAL ROOM			NEMA RATING	12	54945	TOTAL CONNECTED VA			A PHASE	13450					
VOLTAGE	208 /120			WIRE	3	#VALUE!	TOTAL CONTINUOUS VA			B PHASE	13715					
PHASE	3			PANEL AMP RATING	125	#VALUE!	TOTAL INTERMITTENT VA			C PHASE	7780					
MAIN INTERRUPT	CB 125			FEED	TOP	#VALUE!	TOTAL PANEL VA									
MANUFACTURER	10 KMC			MTC. SURFACE		#VALUE!	TOTAL PANEL AMPS									
I/C	L	R	SW	DESCRIPTION	LOAD (VA)	BKR	CR	#	CR	BKR	LOAD (VA)	DESCRIPTION	SW	R	L	I/C
C				POP-100 POWER UPS	1925	1P20	1	A	2	1P15	400	SURGE TANK PLUG & LIGHT				
C				POP-100 POWER UPS	1925	1P20	3	B	4	1P20	1450	SERVER CABINET				C
C				POP-100 AIR CONDITIONER	1800	1P20	5	C	6	1P20	140	SERVER CABINET				
C	21		a	ELECTRICAL ROOM LIGHTS	725	1P20	7	A	8	1P20	1080	EL. ROOM & HI SERV. PUMP AREA RECEPTABLES				I
C	4		b, c	NORTHWEST EXTERIOR LIGHTS	400	1P20	9	B	10	1P20	1260	EL. ROOM & HI SERV. PUMP AREA RECEPTABLES				I
C	7		d	HIGH SERVICE PUMP AREA LIGHTS	4	1P20	11	C	12	1P20	900	DECARBONATOR AREA RECEPTABLES				I
C	5		e	DECARBONATOR AREA LIGHTS	1275	1P20	13	A	14	1P20	720	DECARBONATOR AREA RECEPTABLES				I
C	5		f	RO MEMBRANE AREA LIGHTS - WEST	1275	1P20	15	B	16	1P20	1450	FLUSH/BLEND VAULT RECEPTABLES				I
C	3		g	RO MEMBRANE AREA LIGHTS - EAST	950	1P20	17	C	18	1P20	350	SURGE TANK VCP-1220				
C	7		h	RO FEED PUMP AREA LIGHTS	1900	1P20	19	A	20	1P20		FLUSH BLEND VAULTS & E-FAN				
C	4		i	SPARE	1920	1P20	21	B	22	1P20		CHEMICAL FILL EXT. LIGHTS				
C				SANTA RITA VAULT E-FAN	1400	1P20	23	C	24	1P20		DEDICATED PHONE BOARD OUTLET				
C				SANTA RITA OUTLETS & LITES		1P20	25	A	26	1P20		SOUTH EXTERIOR LIGHTS				C
C				SANTA RITA VAULT PUMP		1P20	27	B	28	1P20		SPARE @ SURGE TANK				C
C				DAUGHTRY VAULT PUMP		1P20	29	C	30	1P20		F.A. / SECURITY PANELS				I
C																
C																
C																
C																
C																

DESIGNED ENB DRAWN SMF CHECKED JMB DATE DECEMBER 2010	RECORD DRAWING THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON THE INFORMATION PROVIDED BY OTHERS. THIS DRAWING WAS PREPARED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND IS NOT TO BE USED FOR OTHERS.			ZONE 7 WATER AGENCY MOCHO GROUNDWATER DEMINERALIZATION PLANT ELECTRICAL MCC-12 PANEL SCHEDULES I	VERIFY SCALES THIS IS ONE INCH ON ORIGINAL DRAWING 0" = 1"	SHEET NO. 211 OF 358 DRAWING NO. E-M12-2 FILE NO. WC-227 PROJECT NO. 158-05
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FILENAME: C:\CD\INT\CA\ZONE 7\MCC-12\12-02_3-28-11_08155m_TPhk_38EPL_WC-227-267-46P_ACFWC02name7

REQUEST FOR QUOTE NO. 2025-07



- | | | | |
|----------------------------------------|-------------------------------------------------------|-------------------------------------------------------|----------------------------------------|
| A1 - PNL 121 RO BUILDING | B1 - SPACE | C1 - UTILITY WATER PUMP
PMP-1140 | D1 - CIP FEED PUMP
PMP-705 |
| A5 - 800 A POWER
DISTRIBUTION BLOCK | B4 - CIP TANK NO.1 MIXER
MIX-700 | C4 - CIP TANK NO. 2 MIXER
MIX-710 | D3 - UTILITY WATER PUMP
PMP-1101 |
| A9 - INCOMING SECTION
N.L.O. | B6 - COMBINED
CONCENTRATE PUMP
NO. 1
PMP-653 | C6 - COMBINED
CONCENTRATE PUMP
NO. 2
PMP-658 | D5 - UTILITY PANEL
TRANSFORMER 1211 |
| | | | D9 - UTILITY PANEL
TRANSFORMER 1212 |

21 MCC-12 ELEVATION
SCALE: 3/4"=1'-0"
FILE: -

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DESIGNED</td><td>ERB</td></tr> <tr><td>DRAWN</td><td>SMP</td></tr> <tr><td>CHECKED</td><td>JMB</td></tr> <tr><td>DATE:</td><td>DECEMBER 2010</td></tr> </table>	DESIGNED	ERB	DRAWN	SMP	CHECKED	JMB	DATE:	DECEMBER 2010	<p>RECORD DRAWING THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS</p> <p><small>THIS DRAWING WAS PREPARED ONLY FOR THE PROJECT AND HAS SPECIFICALLY ISSUED HEREON AND IS NOT TO BE USED ELSEWHERE</small></p>		<p>ZONE 7 WATER AGENCY MOCHO GROUNDWATER DEMINERALIZATION PLANT</p> <p>ELECTRICAL MCC-12 ELEVATION</p>	<p>VERIFY SCALES BASE IS ONE INCH ON ORIGINAL DRAWING 0" = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</p>	<p>SHEET NO. 212 OF 358 DRAWING NO. E-M12-3 FILE NO. WC-227 PROJECT NO. 158-05</p>
DESIGNED	ERB												
DRAWN	SMP												
CHECKED	JMB												
DATE:	DECEMBER 2010												
<p>FILENAME: C:\CLIENT\CA\ZONE 7\WC-227E-M12-03_3-29-11 DBL.dwg 17Nov 10RPS WC-227-D17-10P ACHWC0210117</p>													

APPENDIX B
EXCEPTIONS OR DEVIATIONS

The Agency is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification. **ANY COST/EXPENSES NOTED ON THIS FORM MAY BE ADDED TO YOUR BID AMOUNT IF THE COST IS NEEDED TO PERFORM THE SCOPE OF SERVICE IN III ABOVE.**

Please check the appropriate box below.

- We have **NO** exceptions to the Scope of Services/Requirements
- We have **NO** exceptions to any other section of the proposal document.
- We **HAVE** exceptions to proposal document. Below is the list of exceptions.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
Bidder Name	Bidder Signature	Date

APPENDIX C

MINIMUM INSURANCE REQUIREMENT

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Zone 7 Water Agency's sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Zone 7 Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Zone 7 Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Zone 7 Water Agency; but this provision applies regardless of whether or not the Zone 7 Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Zone 7 Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Zone 7 Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Zone 7 Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Zone 7 Water Agency. The Zone 7 Water Agency may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Zone 7 Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Zone 7 Water Agency.

Verification of Coverage – Contractor shall furnish the Zone 7 Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Zone 7 Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Zone 7 Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

APPENDIX D

PUBLIC WORK – PREVAILING WAGE

Contracts exceeding \$1,000 with the District are considered “Public Works” when they include services for construction, alteration, demolition or repair work, and maintenance services.

The District has requested a quote or has contracted for the following project:

Electrical Power Testing MGD

This is a notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that:

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2018) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Contractors must list any Subcontractors they intend to use for the Project:

Contact Name:	Phone No:
Company Name:	Fax No:
Address:	
Contractor’s License No:	DIR Registration No:
Work Classifications:	

Contact Name:	Phone No:
---------------	-----------

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Company Name:	Fax No:
Address:	
Contractor's License No:	DIR Registration No:
Work Classifications:	

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the District in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work.

Contractors will post a copy of the determination of prevailing rates at the job site/s.

If the contract totals \$30,000 or more and requires 20 or more working days, the prime contractor will comply with and be responsible for compliance with all applicable provisions of Labor Code section 1777.5 for all apprenticeable occupations.

Each contractor and subcontractor shall keep accurate payroll records, 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 by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The District requires copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor

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Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Representative Signature:	Date:
Print Name and Title:	
Company Name:	Phone No:
Address:	
Contractor's License No:	DIR Registration No:
Work Classifications: (Please check below all that apply for this work)	

Classifications

- | | | | |
|------------------------------------------|--------------------------------------------|-------------------------------------------|------------------------------------------|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

The contractor may also be required to furnish certificate/s of liability and/or workers compensation insurances.

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at <http://www/dir.ca.gov/dlse/dlsepublicworks.html>.

APPENDIX E
REFERENCES

List references of projects that your company is currently working on or completed in the last 5 years of similar size and scope of work for this Quotation:

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	
COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	
COMPANY NAME			
Contact Name		Contact Email	
Contact Phone			
Scope of Work			
Agreement Amount		Agreement Start/End Date:	

Subcontractors to be utilized, if applicable:

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone		Years of Business	
Specialty			

COMPANY NAME			
Contact Name		Contact Email	
Contact Phone		Years of Business	
Specialty			

APPENDIX F

ACKNOWLEDGMENT OF INSURANCE

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in this Request for Quote. Should the Bidder be awarded the contract for the work, Bidder certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Zone 7 Water Agency/Alameda County as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

APPENDIX G
CONTRACT TEMPLATE

MAINTENANCE / SMALL CONSTRUCTION CONTRACT

between

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7

and

Contractor

for

Project/Program Name

Contract No. _____

Dated _____

This Maintenance Services Agreement ("**Agreement**") is entered into as of _____, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 commonly known as ZONE 7 WATER AGENCY, (the "**Agency**"), a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California and _____, a DESCRIBE BUSINESS ENTITY AND STATE OF REGISTRATION, E.G., CALIFORNIA PROFESSIONAL CORPORATION ("**Contractor**") (collectively with Agency, the "**Parties**"), at Livermore, California.

RECITALS

WHEREAS, the Agency is engaging in _____ ("**Project**"); and

WHEREAS, the Agency requires a highly qualified contractor with the requisite knowledge, skill, ability and expertise to provide the necessary services for the Project ("**Services**"); and

WHEREAS, Contractor represents to the Agency that it is fully qualified and available to perform the Services for and as requested by the Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein, the Parties agree as follows:

1. SCOPE OF WORK

- 1.1. **The Services.** Contractor shall provide all Services set out in Appendix A, Scope of Work, attached hereto and incorporated herein by reference, to the satisfaction of the Agency.
- 1.2. **Independent Contractor.** Contractor is acting hereunder as an independent contractor and not as an agent, employee, or partner of the Agency. Neither Contractor nor any of Contractor's employees or agents are eligible to receive workers' compensation, medical, indemnity or retirement benefits from the Agency, including but not limited to enrollment in the Alameda County Employees' Retirement Association (ACERA). Except as expressly provided herein, Contractor is not eligible to receive overtime, vacation or sick pay. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent, employee, or partner of the Agency.
- 1.3. **Extra Services.** Before performing any services outside the Scope of Work ("**Extra Services**"), Contractor shall submit a written request for approval of such Extra Services. Contractor shall not perform any such Extra Services, unless and until the Agency provides prior written approval for the same. The Agency shall have no responsibility to compensate Contractor for any Extra Services performed by Contractor without such prior written approval.
- 1.4. **Methods.** Contractor shall have the sole and absolute discretion in determining the methods, details and means of performing the Services required by the Agency. The Agency shall not have any right to direct the methods, details and means of the Services; however, Contractor must receive prior written approval from the Agency before assigning or changing any assignment of Contractor's project manager or key personnel

and before using any subcontractors ("**Subcontractors**") or entering into any Subcontractor agreements for services or materials under this Agreement or any work authorizations.

- 1.5. **Review.** Contractor shall furnish the Agency with reasonable opportunities from time to time to ascertain whether the Services of Contractor are being performed in accordance with this Agreement. All work done and materials furnished by Contractor shall be subject to final review and approval by the Agency. The Agency's review and approval of the Services shall not, however, relieve Contractor of any of its obligations under this Agreement.

2. COMPENSATION

- 2.1. **Amount.** As consideration for the Services described above, the Agency will pay Contractor an amount not to exceed \$_____ ("**Maximum Amount**"). DESCRIBE ANY PERIODIC BILLING REQUIREMENTS, EXPECTATIONS OR OTHER PARTICULARS, E.G., NOT TO EXCEED \$_____ PER MONTH, OR CONTRACTOR SHALL NOTIFY THE AGENCY WHEN TOTAL INVOICED AMOUNT EQUALS 80% OF MAXIMUM AMOUNT.

Payments will be made at the rates set forth in the Fee Schedule which is attached hereto as **Appendix B** and incorporated herein by Reference. Contractor shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested.

- 2.2. **Invoicing.** Any and all invoices from Contractor for the Services shall identify and describe the activities performed by Contractor and state: the total cost of the Services for the period of the invoice; the hours worked; the name and title of the person(s) performing the work; the hourly rate for the person(s) performing the work; the accrued reimbursable expenses; and the budget amount and percentage remaining (after invoice payment), without reduction for retentions. The invoice shall also identify expenses for which reimbursement is requested and attach supporting documentation, including original receipts and/or bills. Any expenses exceeding five hundred dollars (\$500) shall require written approval from the Agency. Reimbursable costs shall not include any administrative or overhead expenses and shall be reimbursable as described in the Fee Schedule.

Costs or expenses not designated or identified in the Fee Schedule shall not be reimbursable unless otherwise provided in this Agreement. Only actual time in providing the Services will be charged. The Agency will not make any payments for Contractor's travel time incurred in providing the Services, and Contractor agrees not to invoice the Agency for any travel time incurred in providing the Services.

The Agency shall review and approve all invoices prior to payment. Contractor agrees to submit additional supporting documentation to support its invoice(s) if requested by the Agency. If the Agency does not approve an invoice, the Agency shall send a notice to the Contractor setting forth the reason(s) the invoice was not approved. Contractor may re-invoice the Agency to cure the defects identified in the Agency notice. The revised

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invoice will be treated as a new submittal. If the Agency contests all or any portion of an invoice, the Agency and the Contractor shall use their best efforts to resolve the contested portion of the invoice.

The Agency shall pay approved invoice amounts within thirty (30) days of receipt. The Agency's determinations regarding verification of Contractor's performance, accrued reimbursable expenses, and percentage of completion shall be binding and conclusive. Contractor's time records, invoices, receipts and other documentation supporting the invoices shall be available for review by the Agency upon reasonable notice and shall be retained by Contractor for three (3) years after completion of the Project.

All invoices submitted for payment must indicate the Agreement number must either be emailed to accountspayable@zone7water.com or a hard copy mailed to Zone 7 Water Agency, 100 North Canyons Parkway, Livermore, CA 94551, Attention: Accounts Payable.

- 2.3. **Withholding Payment.** In the event the Agency has reasonable grounds for believing Contractor will be unable to materially perform the Services under this Agreement or unable to complete the Services within the Maximum Amount described in this Agreement, or if the Agency becomes aware of a potential claim against Contractor or the Agency arising out of Contractor's negligence, intentional act or breach of any provision of this Agreement, including a potential claim against Contractor by the Agency, then the Agency may withhold payment of any amount payable to Contractor that the Agency determines is related to such inability to complete the Services, negligence, intentional act, or breach.

3. TAXES; INSURANCE; PERMITS; LICENSES

- 3.1. **Taxes.** Contractor shall be solely responsible for the payment of any and all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance Contractor, as an independent contractor, is responsible for paying under federal, state or local law. Contractor is aware of the provisions of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Services under the Agreement. Contractor and its Sub-Contractors shall maintain applicable workers' compensation insurance for their employees in effect during all work covered by the Agreement.
- 3.2. **Permits and Licenses.** Contractor shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of the Services, all at the sole cost of Contractor. None of the items referenced in this section shall be reimbursable to Contractor under the Agreement. Contractor shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

4. RISK TRANSFER PROVISIONS

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- 4.1. **Workers' Compensation Insurance**. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of any work under this Agreement.
- 4.2. **Indemnification**. To the fullest extent permitted by law, Contractor assumes liability for and agrees to immediately defend, indemnify and hold harmless the Agency, its directors, officers, employees, agents or authorized volunteers, and each of them (collectively "**Agency Indemnified Parties**") from and against:
 - 4.2.1. Any and all claims, actions, damages, demands, liabilities, judgments, expenses, penalties and losses arising out of the performance (or the actual or alleged non-performance) of the Services by Contractor, including its agents, employees, and Subcontractors, under this Agreement, for damages to persons or property arising from, pertaining to, or relating to Contractor's or Contractor's agents, employees, or Subcontractors' negligent acts or omissions or willful misconduct or the failure of Contractor or Contractor's agents, employees, or Subcontractors to comply with any professional standard of care applicable to Contractor's services.
 - 4.2.2. Any and all claims, actions, damages, demands, liabilities, judgments, expenses, penalties and losses arising out of or related to the presence, generation, deposit, emission, discharge, spill or release of any Hazardous Materials by Contractor or any of Contractor's agents, employees, or Subcontractors while performing any of the Services or otherwise related to or arising out of the scope of this Agreement.
 - 4.2.2.1. As used herein, "Hazardous Materials" means any substance, material or waste which is or becomes subject to regulations by any agency or political subdivision of the state, any municipality, or the United States, including but not limited to the following:
 - a. Any material or substance defined as a "hazardous substance" pursuant to any federal, state, or local law or regulations, including but not limited to Section 25316 of the California Health and Safety Code;
 - b. A "Hazardous material," as defined in Section 25501(n) of the California Health and Safety Code;
 - c. A "Regulated substance," as defined in Section 25532(j) of the California Health and Safety Code;
 - d. "Hazardous waste," as defined in Section 25117 of the California Health and Safety Code;
 - e. "Extremely hazardous waste," as defined in Section 25115 of the California Health and Safety Code;

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- f. Petroleum and petroleum-based derivatives;
 - g. Asbestos;
 - h. Polychlorinated biphenyls (PCBs);
 - i. Any substance designated as a "hazardous substance" for purposes of Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended;
 - j. A "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended;
 - k. A "hazardous substance," as defined by Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, as now or hereafter amended;
 - l. A "regulated substance," as defined by Section 9001 of the Solid Waste Disposal Act, 42 U.S.C. § 6991, as now or hereafter amended;
 - m. A "toxic pollutant" under Section 307 of the Federal Water Pollution Control Act, 33 U.S.C. § 1317, as now or hereafter amended;
 - n. A "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended;
 - o. A "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. § 1802(2), as now or hereafter amended;
 - p. And any other material or substance which presents a risk to human health or the environment or is regulated under any other applicable federal, state or local laws, ordinances, or regulations now in force or as may be passed or promulgated in the future.
- 4.2.3. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
- 4.2.4. Any and all losses, expenses, damages (including damages to the work itself), costs of defense, including attorneys' fees and other costs of legal counsel acceptable to the Agency, which any of the Agency Indemnified Parties may incur with respect to the failure, neglect, or refusal of Contractor to perform the Services or its obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the Agency in any lawsuit to which it is a party.

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- 4.2.5. Upon the Agency's tender of defense pursuant to Contractor's indemnity and defense obligations under this Section 4.2, Contractor shall immediately defend, at its own cost, expense and risk, any and all such suits, actions or other legal proceedings, with counsel acceptable to the Agency. Contractor shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non-performance of the Services, and shall not tender such claims to the Agency or any of the Agency Indemnified Parties.
- 4.2.6. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or any of the Agency Indemnified Parties, in any and all such aforesaid suits, actions, or other legal proceedings arising as provided in this Section 4.2.
- 4.2.7. Contractor shall reimburse the Agency and any of the Agency Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith.
- 4.2.8. Contractor's obligations to indemnify the Agency and the Agency Indemnified Parties pursuant to this Section 4.2 shall survive the expiration or earlier termination of this Agreement, shall remain in full force and effect as long as permitted by law, and shall not be restricted or limited to insurance proceeds, if any, received by the Agency or any Agency Indemnified Parties.
- 4.2.9. Notwithstanding the foregoing, Contractor shall not be responsible for any claims, liabilities or demands to the extent that such claims arise from the sole active negligence or willful misconduct of the Agency, provided, however, that the Agency's comparative negligence will not relieve Contractor of its obligation to defend unless the claims, liabilities or demands at issue are the result of the sole active negligence or willful misconduct of Agency.

5. GENERAL CONDITIONS

- 5.1. **Laws, Regulations and Permits.** Contractor shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work performed under this Agreement. Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefrom. If Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, it shall promptly notify the Agency engineer in writing and any necessary changes shall be made by written instruction or change order.
- 5.2. **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of its employees or agents appropriate to the nature of the work and the conditions under which the work is to be performed, and shall be in compliance with all applicable federal, state and local statutory and regulatory

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requirements including State of California, Department of Industrial Relations, Division of Occupational Safety and Health (“**Cal/OSHA**”) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- 5.2.1. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the Agency and the utility owner if it disturbs, disconnects, or damages any utility.
- 5.2.2. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the Agency specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the Agency in writing prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of Cal/OSHA the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit its permit with the excavation/trench work safety plan to the Agency before work begins.
- 5.2.3. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.
- 5.3. **Labor Compliance Requirements.** Contractor must comply with all labor compliance requirements, including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, and Electronic Certified Payroll Records to Labor Commissioner. Additional information about these requirements and the new public works program regarding compliance monitoring,

administration and enforcement are available at the Department of Industrial Relations. **[For Public Works Contracts]** Copies of the rate of per diem prevailing wage shall be on file at the principal office of the Agency and shall be made available to any interested party upon request.

6. REQUIRED INSURANCE

- 6.1. **Minimum Limits of Insurance.** Contractor shall procure and maintain for the full term of this Agreement, and for five (5) years thereafter, insurance against claims for injuries or death to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, employees, or Subcontractors.
- 6.2. **Liability Insurance.** Contractor shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability, professional liability, automobile liability insurance, Contractor's Environmental Pollution Liability and Builders Risk (if applicable), and Workers' Compensation and Employer's Liability Insurance. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.
- 6.3. **Coverage.** Contractor's insurance coverage shall be at least as broad as the following or as provided in Appendix C:
 - 6.3.1. Coverage for Professional Liability appropriate to the Contractor's profession covering Contractor's wrongful acts, negligent actions, errors and omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
 - 6.3.2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 - 6.3.3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned and hired automobiles).
 - 6.3.4. Coverage for Contractor's Pollution Liability appropriate for the hazardous material/waste activity contemplated in the Agreement. The retroactive date is to be no later than the effective date of this Agreement.
- 6.4. **Limits.** At all times during the term of this Agreement, the Contractor shall maintain insurance with limits no less than the following. If Contractor maintains broader coverage and/or higher limits than the minimums limits set forth below, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Agency.
 - 6.4.1. **General Liability.** – Five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater, for bodily injury,

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personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

- 6.4.2. **Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- 6.4.3. **Excess Liability.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-insurance shall be called upon to protect it as a named insured.
- 6.4.4. **Contractor's Pollution Liability.** – (If the Project involves environmental hazards) with limits no less than five million dollars (\$5,000,000) per occurrence or claim and ten million dollars (\$10,000,000) policy aggregate.
- 6.4.5. **Builder's Risk (Course of Construction).** (If necessary) insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the Project and no coinsurance penalty provision.
- 6.5. **Required Provisions.** The general liability, automobile liability, and contractor's pollution policies are to contain, or be endorsed to contain, the following provisions:
 - 6.5.1. The Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01) with respect to liability arising out of Services performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
 - 6.5.2. All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad, and naming the Agency Indemnified Parties as additional insureds (via as broad as ISO CG 20 38 04 13), with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officers, employees, or authorized volunteers.

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- 6.5.3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Agency, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to any such claims.
- 6.5.4. Any failure by Contractor of Subcontractors to comply with the reporting or other provisions of Contractor's insurance policies, including breaches and warranties, shall not affect coverage provided to the Agency, its directors, officers, employees, or authorized volunteers.
- 6.5.5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.5.6. Such liability insurance shall indemnify the Contractor and its Subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or its Subcontractors for damages on account of bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- 6.5.7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.
- 6.5.8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles. The automobile liability policy is to contain or be endorsed to contain the following provisions:
- a. Pollution Liability – Broadened Coverage for Covered Autos using ISO Form CA 9948 or insurer's equivalent.
 - b. Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 – Form MCS 90.
- 6.5.9. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days' (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Agency.
- 6.5.10. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.
- 6.6. **Workers' Compensation and Employer's Liability Insurance.** The Contractor and all Subcontractors shall cover or insure, under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through

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Subcontractors in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof, or any other applicable workers' compensation laws, rules, or regulations under state or federal law. Contractor shall provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) disease policy limit, and one million dollars (\$1,000,000) disease each employee.

- 6.7. **Waiver of Subrogation.** - Contractor's insurers for all policies identified above agree to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of such policies which arise out of or relate to work performed pursuant to this Agreement. This provision shall apply regardless of whether or not the Agency has received a waiver of subrogation from the insurer.
- 6.8. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention ("**SIR**") must be declared to and approved in writing by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or SIRs. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.
- 6.9. **Acceptability of Insurers.** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the Agency.
- 6.10. **Evidence of Insurance.** Prior to execution of the Agreement, the Contractor shall file with the Agency certificates of insurance (Acord Form 25 or equivalent) signed by the insurers' representatives evidencing the coverage required by this Agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include the Required Provisions set forth in Section 6.4 above. The Agency reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this Agreement for a period of not less than 10 years following the termination of completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Contractor's failure to continually satisfy the insurance requirements set forth in this Agreement shall constitute a material breach of this Agreement. Contractor shall, upon demand of the Agency, deliver to the Agency such policy or policies of insurance and the receipts for payment of premiums thereon.
- 6.11. **Continuation of Coverage.** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days

prior to the expiration date. Failure to comply with this requirement shall constitute a material breach of this Agreement. The insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this Agreement. All insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this Agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Agreement and shall not in any way act to limit or restrict the defense or indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for the greater of (1) the full extent of the insurance or self-insurance coverages and limits carried by or available to the Contractor or (2) the minimum insurance coverage and amounts shown in this Agreement. Agency reserves the right in its sole discretion to add such other parties as may be required in the future to the indemnity and additional insured requirements of this Agreement.

- 6.12. **Subcontractors.** In the event that Contractor employs any Subcontractors as part of the Services covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each Subcontractor meets the minimum insurance requirements specified above. Contractor shall, upon demand of Agency, deliver to Agency copies of such Subcontractor policy or policies of insurance and the receipts for payment of premiums thereon.
- 6.13. **Responsibility for Work.** Until the completion and final acceptance by the Agency of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever. Contractor shall provide and maintain builder's risk insurance (or an installation floater) covering all risks of direct physical loss, damage, or destruction to the work, to insure against such losses until final acceptance of the work by the Agency. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Agency, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Agency or be construed as relieving the Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Agency. Contractor shall waive all rights of subrogation against the Agency, its directors, officers, employees, or authorized volunteers.

7. LABOR AND MATERIALS

Contractor shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Contractor shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and Subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

Contractor's standard schedule of fees and charges is included in the Fee Schedule attached hereto as Appendix B and incorporated herein by reference. All compensation for Contractor's Services under this Agreement shall be pursuant to the Fee Schedule.

8. TERM OF THE AGREEMENT

- 8.1. **Term.** This Agreement between the Agency and Contractor is for a term of NUMBER OF MONTHS, beginning DATE and ending DATE, subject to the termination provisions herein.
- 8.2. **Termination.** The Agency may terminate this Agreement for any reason by giving Contractor at least thirty (30) days' or earlier (depending on nature of services) prior written notice of such termination. Such termination shall not relieve the Agency from responsibility for payment for Services rendered by Contractor prior to the date of termination but shall relieve the Agency of its obligations for the full payment of compensation due under the Agreement for the Services of Contractor after the notice of termination.
- 8.3. **Termination for Cause.** The Agency may terminate the Agreement for cause, effective immediately upon written notice of such termination to Contractor, based upon the occurrence of any of the following events:
 - 8.3.1. Material breach of the Agreement by Contractor;
 - 8.3.2. Cessation of Contractor to be licensed, as required by law;
 - 8.3.3. Failure of Contractor to substantially comply with any applicable federal, state or local laws or regulations;
 - 8.3.4. The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to Contractor;
 - 8.3.5. Conviction of Contractor of any crime other than minor traffic offenses.
- 8.4. **Compensation Upon Termination.** If the Services of Contractor are terminated, in whole or in part, Contractor shall be compensated as provided herein for all Services and approved Extra Services performed prior to the date of such termination.

9. CALIFORNIA LABOR CODE REQUIREMENTS

- 9.1. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold the Agency and the Agency Indemnified Parties free and harmless from any and all claims,

liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws in connection with the Services contemplated in this Agreement. It shall be mandatory upon the Contractor and all sub-Contractors to comply with all California Labor Code provisions, which include but are not limited to those regarding prevailing wages, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

- 9.2. If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code Sections 1725.5 and 1771.1, the Contractor and all sub-Contractors must be registered with the Department of Industrial Relations (“**DIR**”). Contractor shall maintain registration for the entire term of this Agreement and shall require the same of any Subcontractors. The Services may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10. INTERESTS OF CONTRACTOR

- 10.1. Contractor represents and warrants that it presently has no interests, and covenants that it will not acquire any interests, direct or indirect, financial or otherwise, that would conflict with the performance of the Services to be provided by Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any Subcontractor or employee with any such interest. Contractor certifies that no one who has or will have any financial interest under this Agreement or within Contractor is a director, officer or employee of the Agency.
- 10.2. Although Contractor is retained as an independent contractor, Contractor’s employees or agents may still be required under the California Political Reform Act and the Agency Conflict of Interest Code to file annual financial disclosure statements. Contractor agrees that its employees and/or agents will file with the Agency in a timely manner those financial disclosure statements that the Agency determines Contractor is required to file pursuant to the Political Reform Act. Failure to file such financial disclosure statements by Contractor and any of its employees or agents is grounds for termination of this Agreement.

11. COMPLETED WORK AND WORK PRODUCT

In the event of termination or completion of the Services under the Agreement, Contractor shall, at the Agency’s request, promptly surrender to the Agency all completed work and work in progress and all materials, records and notes developed, procured, or produced pursuant to the Agreement. Contractor may retain copies of such work product as a part of its record of professional activity.

12. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- 12.1. **Confidential Nature of Materials.** Contractor understands that all documents, records, reports, data, or other materials provided by the Agency to the Contractor

pursuant to the Agreement (collectively "**Materials**") , including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to the Contractor and that are utilized or produced by the Contractor pursuant to the Agreement are to be considered confidential for all purposes.

- 12.2. **No Disclosure of Confidential Materials.** The Contractor shall be responsible for protecting the confidentiality and maintaining the security of the Agency documents and records in its possession. All Materials shall be deemed confidential and shall remain the property of the Agency. The Contractor understands the sensitive nature of the above and agrees that neither Contractor nor its officers, partners, employees, agents or Subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized in writing by the Agency. The Contractor agrees not to make use of such Materials for any purpose not related to the performance of the Services under the Agreement. The Contractor shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of the Agency. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as may be required by law, or by a court of competent jurisdiction.
- 12.3. **Protections to Ensure Control over Materials.** All Materials saved or stored by the Contractor in an electronic form shall be protected by adequate security measures to ensure that such Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.
- 12.4. **Survival of Confidentiality Provisions.** The provisions of this Section 12 shall survive the termination or completion of the Agreement.

13. OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other materials which contain information relating to the Contractor's performance hereunder and which are originated and prepared for the Agency pursuant to the Agreement shall be "work for hire" and shall be the property of the Agency. The Contractor hereby assigns all of its right, title and interest therein to the Agency, including but not limited to any copyright interest. In addition, the Agency reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other materials delivered to the Agency pursuant to this Agreement and to authorize others to do so. To the extent that the Contractor utilizes any of its property (including, without limitation, any hardware or software of Contractor or any proprietary or confidential information of Contractor or any trade secrets of Contractor) in performing services hereunder, such property shall remain the property of Contractor, and the Agency shall acquire no right or interest in such property.

14. ASSIGNMENT PROHIBITED

The Contractor shall not assign, transfer, convey, or otherwise dispose of its rights, obligations, title or interest in or to this Agreement or any part thereof without the prior written consent of the Agency, which consent may be withheld at the Agency's sole discretion.

15. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

15.1. **Designated Representatives.** The Agency representative designated below shall be the principal representative of the Agency for purposes of the Services that are the subject of this Agreement. Contractor shall designate, in writing, Contractor's project engineer and/or project manager for the performance of the Services under this Agreement, which designation shall be subject to the Agency's reasonable approval.

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

ZONE 7 WATER AGENCY Representative:

Name
Title
Zone 7 Water Agency
100 N. Canyons Parkway
Livermore, CA 94551

Contractor:

Name
Title
Firm Name
Address
Firm Tax ID

15.2. **Notices.** Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested to the address set forth above and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom such notices, demands or communications shall be given changes, written notice of such change shall be given, in accordance with this section within five (5) business days.

16. MISCELLANEOUS PROVISIONS

16.1. **Integration.** This Agreement represents the complete Agreement of the parties with regard to the subject thereof and supersedes and cancels any and all prior negotiations, agreements, arrangements, or understandings between the parties, whether written or oral.

16.2. **No Waiver.** No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be

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deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained.

- 16.3. **Modification.** This Agreement may only be amended or modified by a writing signed by all parties hereto.
- 16.4. **Attorneys' Fees.** In any proceeding arising out of this Agreement, the prevailing party in such proceeding shall be entitled to its reasonable attorneys' fees and costs in any amount determined by the court.
- 16.5. **Choice of Laws; Venue.** This Agreement shall in all respects be governed by and construed pursuant to the laws of the State of California. Any action arising out of or relating to this Agreement or the Services shall be brought in the Superior Court for the State of California, County of Alameda.
- 16.6. **Counterparts.** This Agreement may be executed in separate counterparts that, together, shall constitute and be one and the same instrument.
- 16.7. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted assigns (if any), and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.
- 16.8. **No Presumption Regarding Drafter.** The parties to this Agreement acknowledge that its terms and provisions have been negotiated and discussed among them and that the Agreement reflects their mutual agreement regarding its subject matter. Therefore, neither party shall be deemed to be the drafter of this Agreement nor shall there be any presumption for or against the drafter in the interpretation or enforcement of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement at the place and as of the date first written above.

ALAMEDA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, Zone 7, commonly known as ZONE 7 WATER AGENCY ("Agency")

Valerie L. Pryor
General Manager

Date

Contractor

Signature

Date

Print Name & Title

Address

Telephone

TIN or SS Number