



**Invitation to Bid (ITB) for
Calcium Hydroxide Slurry with Chemical Feed System
Addendum A**

Solicitation Number: 10089914-23-J

Solicitation Issue Date: September 1, 2022

Mandatory Virtual Pre-Bid Conference: September 8, 2022 @ 9:00 a.m.

Questions and Comments Due: September 13, 2022 @ 12:00 p.m.

Revised Bid Due Date and Time ("Closing Date"): **September 29, 2022 @ 3:00 p.m.**

Contract Terms: Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Janet Polite, Senior
Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jpolite@sandiego.gov

Submissions: Bidder is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.



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Questions and Comments Due: September 13, 2022 @ 12:00 p.m.

Bid Due Date and Time ("Closing Date"): September 26, 2022 @ 3:00 p.m.

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1200 Third Avenue, Suite 200
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CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089914-22-J, Calcium Hydroxide Slurry with Chemical Feed System

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089914-22-J, Calcium Hydroxide Slurry with Chemical Feed System (Contractor).

RECITALS

On or about 9/1/2022, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide Calcium Hydroxide Slurry with Chemical Feed System as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or five years from the Effective Date, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000 without approval by City Council.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Evoqua Water Technologies LLC
Bidder

BY: 

2650 Tallevast Road
Street Address

Print Name: Claudia Abarca
Director Purchasing & Contracting Department

Sarasota, FL 34243
City

Feb 8, 2023
Date Signed

941-359-7930
Telephone No.

municipalservices@evoqua.com
E-Mail

BY: 
Signature of Bidder's Authorized Representative

Thomas R. Wilson, P.E.
Print Name

Approved as to form this 21st day of
February 2023.
MARA W. ELLIOTT, City Attorney

V.P. & G.M.
Title

9/22/22
Date

BY: 
Melissa Ables (Feb 21, 2023 11:37 PST)
Deputy City Attorney

**EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS**

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid Before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.
2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.
3. **Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.
4. **Bond.** A bond as described in Exhibit B.
5. Reserved.
6. **COVID Certification Form.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. OVERVIEW

The City of San Diego (City) is seeking a Contractor to provide a comprehensive, full-service program for the treatment and odor control of Hydrogen Sulfite (H₂s) gases at two (2) locations within the City's Wastewater Collection system. The program will include Calcium Hydroxide based slurry, a Chemical Feed System (System) at each location to deliver the Calcium Hydroxide to the sites, maintenance on the Chemical Feed Systems, and the following general requirements:

1. Estimated annual amount of 260,000 gallons of Calcium Hydroxide based slurry.
2. Fabrication, delivery, installation, placement of Chemical Feed System with advanced controls, and subsequent demobilization and site clean-up.
3. Monthly routine service visits.
4. 24-hour emergency response and technical support.
5. 24-hour access to website for continual remote monitoring and adjustment of chemical feed system equipment.
6. 24-hour remote monitoring of atmospheric hydrogen sulfide at each designated treatment location.
7. Delivery and transfer of product into chemical feed tank.

All components of the System shall be compatible with the conditions and chemicals to which they are subject to during the normal operation of the System, which include:

1. Hydrogen Sulfide
2. Calcium Hydroxide Slurry.

All materials and services shall be for the locations shown below and shall be provided in accordance with this Scope of Work.

LOCATIONS	
Sewer Pump Station 77A 18130 West Bernardo Drive San Diego, Ca 92127	Sewer Pump Station 90 8255 Camino Del Sur San Diego, Ca. 92127

B. MANDATORY VIRTUAL PRE-BID CONFERENCE

Bidders must attend a virtual pre-bid conference to be considered responsive. The pre-bid conference will be held via **Microsoft Teams** on **September 8, 2022** from **9:00 – 10:00 a.m. Pacific Time**. Any bidder arriving after the start time will be unable to participate in this bidding opportunity. Bidders must remain in attendance for the duration of the conference and must have reliable internet connection, working camera, and microphone. Bidders should download the Teams App and test the link below prior to the pre-bid conference. **City shall not be liable for a bidder's failure to access Microsoft Teams.** To join the pre-bid conference, click the following link: [Click here to join the meeting.](#)

C. CHEMICAL SPECIFICATIONS

1. **Chemical Name.** Calcium Hydroxide, Chemical Abstract Service (CAS) Number 1305-62-0.
2. **Physical Properties** (as received basis):
 - a. Solids, range 43-47 wt%
 - b. Density, approximately 11.266 lbs/gal
 - c. Viscosity, range 400-500 cP

D. SAFETY REQUIREMENTS

1. Chemical shall contain no hazardous substances as defined by both the Federal Environmental Protection Agency (EPA) and State Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) list.
2. Chemical shall be exempt from Federal Department of Transportation placard requirements.
3. Recommended handling procedures for the chemical shall require protective gloves and safety glasses only. Any chemical recommending more sophisticated equipment (i.e. face shield, body suit, etc.) during routine handling shall not be considered.

E. EQUIPMENT MANUFACTURER REQUIREMENTS

1. Bidder shall be recognized in the design, production, and operation of Chemical Feed Systems. Equipment shall be constructed and certified in accordance with Underwriters Laboratories (UL) Standard 508.
2. Bidder must currently be supplying a minimum of five (5) U.S. municipalities with Calcium Hydroxide solutions for the purpose of collection system odor control. Bidders shall have at least four (4) years' experience in providing technical support for Calcium Hydroxide solution application for collection system odor control. Bidders shall submit with the proposal municipality names, contact names, telephone numbers, and annualized quantity of calcium hydroxide used for wastewater collection system odor control.
3. Bidder shall maintain production facilities at their place of business. These facilities shall be open for inspection by the City's Technical Representative, or designee at any time during construction and testing of this equipment.
4. Bidder shall be an UL listed manufacturer of Enclosed Industrial Control Panels Standards 508.

5. All components of the chemical feed system will be provided by a single Contractor who shall have sole responsibility for the system and coordination of system design to include demobilization.

6. Bidders shall be a current member of the National Safety Council.

F. PROCESS DESCRIPTION

The Chemical Feed System shall provide bulk storage of the chemical and the continuous injection from the bulk storage tank to the wastewater collection system. The System shall also contain controls as necessary to facilitate variation in feed rates over a 24-hour period. A flushing system shall be permanently installed to ensure continuous injection of the chemical.

G. SYSTEM DESIGN AND OPERATIONS & MAINTENANCE SUBMITTALS

Contractor shall submit complete manufacturer shop drawings and engineering data to the Technical Representative, or designee upon request. These submittals shall include, at a minimum:

1. Drawings showing plan and elevation views of the feed system
2. Control system layout drawing
3. Control systems electrical diagram
4. Manufacturer's catalogue information on major system components including, but not limited to:
 - a. Chemical Feed Pump
 - b. Feed Controls
 - c. Liquid Storage Tanks
 - d. Operator Interface
5. Statement of design conditions and performance guarantee
6. Statement of warranty

Contractor shall provide manufacturer operation and maintenance manuals prior to installation of all major equipment components. These manuals shall include at a minimum:

1. Information in hazards associated with the system and the appropriate safety precautions
2. All appropriate Safety Data Sheets
3. Equipment installation instructions
4. Equipment startup instructions
5. Equipment maintenance procedures
6. Troubleshooting guide
7. Individual operation and maintenance information on major system components, including but not limited to:
 - a. Chemical Feed Pump
 - b. Feed Controls

- c. Liquid Storage Tanks
- d. Operator Interface

H. SYSTEM COMPONENTS - TANK

The chemical storage tank shall be constructed of Rotationally Molded High-Density Cross Linked Polyethylene (HDXLPE). No other material of construction shall be acceptable.

1. **Specifications.** The chemical storage tank shall have the following capacity and approximate dimensions (+/- 5%):

Parameter	Chemical Tanks
Nominal Capacity	6,150 U.S. Gallons
Diameter	10' 2"
Height	12' 4"
Empty Weight	1500 lbs.
Specific Gravity	1.65

2. **Manufacturing**

- a. High-Density Cross-Linked polyethylene tanks shall be manufactured by the rotational molding process in accordance with ASTM D 1998-93 (or most current) Standard Specification for Polyethylene Upright Storage Tanks, Type 1 only. Rotational Molding shall be defined as a three-stage process consisting of loading the mold with powdered resin, fusing the resin by heating while rotating the mold about more than one axis, and cooling and removing the molded article.
- b. **Appearance.** Tank shall have Type 1 finished vessel walls and shall be free, as commercially practicable, of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking, and delamination that will impair the serviceability of the vessel.
- c. **Dimensions and Tolerance.** The vessel diameter shall be measured externally. The tolerances on the outside diameter, including out of roundness, shall be plus or minus 1 percent. Measurement shall be taken in a vertical position.

3. **Design Parameters**

- a. **Hoop Stress.** The vessels shall be designed with a hoop stress value no greater than 600 psi at 100 0F with a safety factor of no less than 2, using the Barlow Formula for calculating wall thickness.
- b. **Wall Thickness.** The minimum required wall thickness of the cylindrical shell at any fluid level shall be determined by the Barlow Formula. The wall thickness shall be based on the maximum temperature of the service.

4. Material

- a. **Plastics.** The molding powder used shall be Marlex CL-250 or CL 200 as manufactured by Phillips 66, or powders of equal physical and chemical properties.
- i. The polyethylene shall preferably be virgin material. Any use of regrind, recycled, or reprocessed materials or combinations of such materials shall not rely upon the performance data of their original constituents, but must meet the requirements of this standard in its own right.
 - ii. The polyethylene shall have a stress-cracking resistance of 500 h minimum F50 in accordance with Test Method D 1693, Condition A, full-strength stress-cracking agent. The test specimens may be compression molded or rotationally molded. If compression molded, Procedure C of Practice D 1928 shall be followed for both types of polyethylene with a minimum platen temperature of 350°F (177 °C). If it is cross linkable polyethylene the temperature shall be 390 °F (197 °C) and the platen shall be kept closed under full pressure for 5 minutes at the specified temperature in order to bring about the cross-linking reaction. If the test specimens are rotationally molded, the conditions for rotational molding shall be similar to the conditions used for molding a vessel from this polyethylene.
- b. **Filters and Pigments.** The plastic shall contain no fillers. All plastic shall contain an ultraviolet stabilizer at a level adequate to give protection for the intended service life of the vessel, minimum of 0.25%. This stabilizer shall be compounded in the polyethylene. Pigments must be compounded at the same time of resin manufacture.

5. Material Characteristics

The nominal value for the properties of the materials shall be based on the molded parts:

Property	ASTM	Value	Units
Density	D1505	59(0.937-0.944)	Lb/ft ³ (S.G.)
Environmental Stress Crack Resistance (ESCR) specification thickness 0.125"	D1693	900-1000	Hours
Tensile Strength Ultimate 2"/min.	D638 Type IV	2600	PSI
Elongation at Break 2"/min.	D638 Type IV	450	%

Vicat Softening Temperature	D1525	255	°F
Brittleness Temperature	D746	-180	°F
Flexural Modulus	D790	100,000-110,000	PSI

6. Fittings

- a. All fittings with the exception of the overfill protection site glass, shall be located on the tank top or dome. No penetration of the tank side wall shall be made.
 - b. Plastic fittings shall be "bulk-head" or "two-flange" style and shall be constructed of PVC. There shall be 4 bolts on any bolted flanges up to and including 3 inch, 8 bolts on fittings 4 inch - 8 inch diameter, and 12 bolts on 10 inch - 12 inch fittings. All bolts shall be all thread design with heads completely encapsulated in polyethylene. The polyethylene encapsulation shall fully cover the bolt head and a minimum of 1/4" of the threads closest to the bolt head. The polyethylene shall be color coded to distinguish bolt material: (Green-316 grade S.S., Red-Hastelloy "C", Blue-Monel, Black-Titanium). Each bolt shall have a gasket, which is on the inside of the vessel.
 - c. Openings that are cut in vessel to install fittings shall not have sharp corners. Holes shall have minimum clearance to insure best performance of fittings.
 - d. For all flanged connectors, the flange drilling and bolting shall be in accordance with ANSI/ASME B-16.5 for 150-psi pressure class straddling the principle centerline of the vessel.
7. **Mixer.** The dual impeller mixer shall be from Dynamix Agitator (model no. 2N3-38D-2 hp) or approved equal.

I. SYSTEM COMPONENTS – ALL OTHER COMPONENTS

1. Process Feed System

- a. **General.** The operation of the Chemical Feed System shall be controlled from a Control Panel. All equipment control switches, pilot lights, controllers, etc. shall be housed in this panel. Suction/discharge chemical piping, associated appurtenances, and chemical pump shall be housed on a Safe-L polyethylene skid.
- b. **Enclosure.** The control panel enclosure shall be constructed of 316 stainless steel and shall be rated NEMA 4X. It shall be equipped with a door with a continuous hinge. The hinged door shall have two latches and

shall be capable of locking via a padlock. The enclosure shall be mounted on the control stand.

c. Control Box and Skid

Control Box shall contain the following:

Quantity	Description
1	Touch-Screen Operator Interface with color display and integrated tank level indication
1	Set of Contacts with surge arrestor to accept Tank Level device
3	LED Indicator lights for Auxiliary Equipment and Pump Function
2	HAND/OFF/AUTO Switches for Chemical Feed Pump and Tank Mixer
1	Cellular Modem for remote communication
1	Pump Contactor
1	Panel shall have the capability to accept an analog flow signal

Skid shall contain the following:

Quantity	Description
1	Peristaltic Chemical Dosing Pump
2	Actuated Ball Valves
1	Fail Safe On/Off Actuated Valve
1	Suction / Discharge Chemical Piping

d. Controls Layout

All manually operated controls (control switches, pilot lights, etc.) shall be located on a panel behind the enclosure door. The panel shall be outfitted with a main power disconnect located in the control enclosure.

e. Standards

All control system design, fabrication, and wiring shall conform to the standards of Underwriters Laboratories, National Electrical Code, and any other applicable federal, state, or local codes.

f. System Operation

Chemical Feed Pump. The chemical feed pumps shall be controlled by a three-position HAND/OFF/AUTO switch. The control system shall utilize 24 discrete dosing set points, one set-point for each hour of the day. It shall be possible to utilize 24 different discrete dosing set-points for each day of the week.

Control systems utilizing less than 168 discrete flow set-points per week shall not be acceptable.

- i. When in the AUTO position, the pump shall be controlled by the advanced dosing controller. The advanced dosing controller shall vary the feed rate in 1-hour increments as specified by the user. The pumps shall be turned on and off by the advanced dosing controller to match the specified dose curve. The system shall have the capability to automatically adjust the feed rate based on wastewater flow.
- ii. System shall have the capability to verify the volume dosed matches the preset curve via the tank level and shall alarm at three preset tank levels.
- iii. Automatic functions shall be protected by one-level security.
- iv. Flow set points shall be linearly interpolated to provide for smooth flow curve for each day
- v. Systems shall be capable of dosing from seven different flow curves. Daily flow curves shall also be adjustable by a global setting to increase the feed rate percentage across all 24 daily set points.
- vi. System shall allow user to copy daily curves from one day to another for ease of set-up.
- vii. System shall have selectable High-Low-Empty digital output alarms and provide for remote customer lockout contacts for remote customer shutdown.
- viii. Feed pumps shall have the capability to be interlocked with the sewage pumps and shall have the capability to be automatically shut down on empty tank alarm.
- ix. System shall be capable of providing alarms for leak detection.
- x. System shall accept, store, and display a totalized flow signal, run time, and lift station pump starts.
- xi. System shall be capable of communicating and adjusting various system parameters through cellular modem to a customer accessible website.

g. Control and Pump Accessories

The Chemical Feed Pump & Equipment skid shall incorporate secondary containment for the chemical feed pump. Either a sump pump or a drain shall be provided to pump contained liquid to proper disposal. The skid shall

house the actuated ball valves and piping required for chemical suction/discharge and the system flush cycle.

2. Pump

- a. **General.** Provide Watson Marlow Bredel 10 peristaltic hose pump or approved equal. Each pump shall include motor, base, hose, pump housing and compressing shoes.
- b. **Performance.**

Max Flow:	0.63 gpm
Capacity:	0.006 G/rev
Max Discharge Pressure:	174 psi
Max Temperature:	176 F
Inner Diameter Pump Element:	10 mm
Lubricant Required:	0.07 G
Starting Torque:	752 inch-lbs
Suction / Lift Pressure:	10 feet

- c. **Motors.** Motor shall be totally enclosed 480V, 10 - 60 Hz

3. Flush Tank and Accessories

System shall include water tank with submersible pump for flush system. Components include the following:

- a. Polyethylene flush tank
- b. Submersible pump - 0.5 hp, 3350 rpm, 40 gpm
- c. Level float switch
- d. Associated piping and appurtenances

4. Piping & Appurtenances

- a. All suction and discharge piping shall be standard 1/2", Schedule 80 PVC. All valves, fittings, and connectors shall be Schedule 80 PVC.
- b. All fill line piping shall be 2" Schedule 80 PVC. All fill line valves, fittings, and connectors shall be Schedule 80 PVC.
- c. Fill line shall have a 2" stainless steel male camlock with a 2" plastic female camlock cap.
- d. All chemical feed seals shall be compatible with the chemicals to be used in the regular operation, maintenance, and cleaning of the feed system.
- e. All fittings shall be solvent-welded or threaded.

- f. Contractor must install chemical feed discharge lines so that the product is injecting directly into the waste streams and not onto structures or equipment.

5. Level Indication

Contractor shall provide one ultrasonic tank level indicator. The system shall utilize an ultrasonic signal to measure the tank liquid level. A digital display shall be provided indicate liquid level. The system shall contain 3 adjustable relays to allow for alarms and other electrical uses as well as one 4 – 20 mA output. Tank level will be logged and communicated to a customer accessible website.

6. Remote Atmospheric Hydrogen Sulfide Monitoring

Contractor shall provide two monitors (one primary, one secondary) to record atmospheric hydrogen sulfide data and use a cellular modem that communicates the logged data to a customer accessible website. The monitor shall be programmed to log as frequently as once a second, or as infrequently as once an hour. The monitor shall also send instantaneous alarms when the hydrogen sulfide concentration exceeds the high level or average alarm set point or, when the gas concentration is less than the low-level alarm set point.

J. EXECUTION

1. Installation

System shall be installed in accordance with the manufacturer's instructions. All installation personnel shall be trained and qualified in the areas of plumbing, electrical work, and instrumentation as required to complete the installation.

2. Site and Utilities

Site preparation and utility service are not provided by the Contractor under these specifications. The following utilities shall be provided at the feed system site:

- a. **Electrical.** One 480 VAC, 20 amp, three-phase electrical service shall be required.
- b. **Drain.** A minimum 2-inch P.V.C. gravity pad drain is recommended.
- c. **Concrete Foundation**
- d. All trenching excavation and backfill

3. Equipment Shop Testing

Contractor shall perform shop tests before shipping the Chemical Feed System. These tests shall include at a minimum:

- a. Visual inspection of all equipment
- b. Complete assembly, start-up, and “wet-test” of feed pumps and calibration piping

4. Technical Support

- a. Contractor shall provide technical support to include on-site start up assistance to optimize dosage and any other support necessary to achieve adequate collection system odor control.
- b. Contractor shall be responsible for operating maintaining and servicing the chemical feed pump, mixer, tank, programmable logic control and appurtenant equipment to allow for adequate delivery of chemical to the sewer system. Qualified service personnel will perform these services on a minimum monthly basis.
- c. Contractor shall provide monitoring equipment to measure at a minimum, every five (5) minute reading of the hydrogen sulfide concentration in the sewer headspace using data logging instruments and pH of the wastewater flow at the designated monitoring locations.
- d. Contractor shall provide the City access to a website for remote monitoring of various system parameters.
- e. Contractor shall have qualified personnel and service center within 50 miles of feed location.

5. Field Tests

- a. Performance of the System shall be in accordance with the requirements of Exhibit B, Section F (Process Description).
- b. If required, Contractor shall make any changes to the system, at their own expense, that may be necessary to assure satisfactory and efficient operation of this system.

6. Delivery Requirements

- a. **Prior to the First Delivery**, Contractor shall provide the City with the name of the hauling company and safety related provisions set forth between the Contractor and the hauling company.
- b. At the time of delivery, Contractor shall provide fully trained and qualified personnel to transfer the calcium hydroxide solution to the storage vessel.
- c. The truck tractor and tank trailer utilized for the shipment of calcium hydroxide shall be in good condition and shall conform to all State

regulatory requirements as to dimensions, weights, and other particulars. The tank trailer, appurtenant valves and fittings for delivery and hauling calcium hydroxide shall conform to the requirements of the Department of Transportation, and other Federal, State, and Local agencies.

- d. Deliveries shall arrive at the designated location Monday through Friday from 7:00 A.M. – 1:30 P.M. Pacific Time, unless the Technical Representative or designee notify the contractor otherwise.
- e. Contractor shall be responsible for transferring the calcium hydroxide from the tank trailer to the chemical storage tank.
- f. The tank trailer shall have the necessary transfer equipment including piping and/or hose to permit transfer of the calcium hydroxide into the chemical storage tank and with enough capacity that will complete the transfer of material within a one hour period without the need for City assistance or equipment.
- g. City reserves the right to reject any delivery that does not meet the required technical specifications contained herein. Any delivery rejected by the City shall be removed from the storage tanks and be replaced immediately following verbal notification at the expense of the vendor. In addition, the contractor shall be responsible for the off-site disposal of the rejected chemical.
- h. City reserves the right to request a sample of the calcium hydroxide solution from the tank trailer during each delivery. The truck driver shall be responsible for collecting the sample.

K. SYSTEM MOBILIZATION AND DEMOBILIZATION

- 1. Contractor shall coordinate and be responsible for the cost of mobilizing all equipment related to the successful installation of the chemical feed system, including the installation and servicing of the process control systems.
- 2. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of feed facility, and other necessary general requirements for the Contractor's operations at the site; and other items specified but not limited to:
 - a. This item shall consist of mobilizing and demobilizing personnel and equipment in preparation to perform the work within the scope of this contract.
- 3. Upon termination of this Contract, Contractor shall demobilize and restore the site to pre-setup conditions. Contractor will remove all trash, excess chemicals, and spills.

Signature: *CAbarca*

Email: CAbarca@sandiego.gov

4. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the site; including disassembly, removal, and site clean-up.

L. WARRANTY

Contractor shall guarantee that the system will perform as described in these Specifications. Contractor shall be solely responsible for the complete system to be free from defects in materials and workmanship throughout the term of the Contract. All parts and equipment shall have the regular manufacturer's warranty against defects in material and workmanship. In no case, shall manufacturer's warranty be less than one (1) year. Where a manufacturer's warranty exceeds a period of one (1) year, the manufacturer's warranty shall also be provided to the City. Warranty documentation for any parts or equipment shall be provided to the City at the time of replacement. Enter warranty information below:

Warranty Period (Days)	Description of Warranty
	Chemical to meet specifications upon delivery

In the event of parts or equipment failure during the warranty period, the City will provide written notice to Contractor who shall repair or replace the equipment or parts, at no cost to the City. If any conflicts arise between the manufacturer's warranty and the contract, the contract shall prevail.

M. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000012718	6/30/23	Evoqua Water Technologies LLC

N. LICENSES. To perform the work described in this solicitation, bidders must hold a current California State License Board (CSLB) Class A license.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A No.: 989497	1/31/24 <i>TW</i> <i>CCA</i> <i>2/20/23</i>	Evoqua Water Technologies LLC

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

O. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

of San Diego, in a sum equal to one-hundred percent (100%) of the Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's Contracting Term's and Provisions for additional information.

P. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

Q. PRICING SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. Bidder shall complete the pricing page in its entirety to include the estimated annual bid total and estimated total contract value for the five (5) year contract term. the City intends to award one contract to the lowest responsible bidder.

Prices quoted shall be FOB Destination to the City of San Diego locations. Prices shall include all delivery and freight charges. The City reserves the right to add additional locations during the term of this contract under the same terms, conditions, and pricing.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page. Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

Pricing shall include all necessary labor including technical services required to perform and furnish all work in accordance with the terms and conditions of the bid.

By submitting a bid, the bidder declares to have read and understand the requirements as identified in Scope of Work.

Pricing Page

Section 1: Chemical Feed System

Item No.	U/M	Annual Qty	Description	Unit Price	Extended Price
1.	Lump Sum	2	Fabrication, delivery, installation, placement of each Chemical Feed System with advanced controls, and subsequent demobilization. Including the following: <ul style="list-style-type: none"> • Monthly routine service visits • 24-hour emergency response and technical support • 24-hour access to website for continual remote monitoring and adjustment of chemical feed system equipment. • 24-hour remote monitoring of atmospheric hydrogen sulfide at each designated treatment location. • Demobilization upon Contract termination. 	\$N/A	\$
Annual Estimated Total for Section 1:					\$

Section 2: Calcium Hydroxide

Item No.	U/M	Est. Annual Qty	Description	Unit Price	Extended Price
1.	Gallon	175,000	Calcium Hydroxide Slurry (Including delivery and transfer of product into chemical feed tank)	\$3.31	\$ 579,250.00
Annual Estimated Total for Sections 1 and 2:					\$ 579,250.00

Estimated Total for Sections 1 and 2: \$ 579,250.00

Estimated Total Contract (Total for Sections 1 and 2 times 5-year Contract term): \$ 2,896,250.00



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries 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 Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 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.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or 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 City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 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 I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder 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 enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t 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.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

EXHIBIT E

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Evoqua Water Technologies LLC, a corporation, as principal, and
Argonaut Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Two Million Eight Hundred Ninety Six Thousand Two Hundred
Fifty and 00/100 Dollars (\$2,896,250.00) for the faithful performance of the
Two Million Eight Hundred Ninety Six Thousand Two
Hundred Fifty and 00/100 Dollars (\$2,896,250.00) for the benefit
of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated February 1, 2023

Approved as to Form

Evoqua Water Technologies LLC

Principal

By

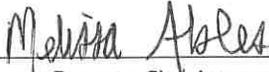


Thomas R. Wilson, P.E.

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By



Deputy City Attorney

Argonaut Insurance Company

Surety

By



Attorney-in-fact Danielle D. Johnson

Approved:

P.O. Box 469011

Local Address of Surety

By



Mayor or Designee

*Claudia C. Abarea
Director, Purchasing & Contracting
February 9, 2023*

San Antonio, TX 78246

Local Address (City, State) of Surety

(800) 470-7958

Local Telephone No. of Surety

Premium \$ 15,929.00

Bond No. SUR0055854



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Invitation to Bid (ITB) 10089914-23-J

Revised Closing Date: **September 29, 2022**
@ 3:00 p.m.

ITB for furnishing the City of San Diego with **Calcium Hydroxide Slurry with Chemical Feed System**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A, cover sheet. (NOTE: The ITB due date has been changed from September 26, 2022 to **September 29, 2022** and noted in **bold font**.)
2. Remove the original ITB, Signature Page (pg. 3 of 9) and replace with the attached Addendum A, Signature Page (pg. 3 of 9).
3. Add one (1) Page "Questions and Answers". (NOTE: The questions and answers are being provided for informational purposes only and are not part of any resulting contract from this ITB.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite

Janet Polite
Senior Procurement Contracting Officer

September 22, 2022

ITB 10089914-23-J
Calcium Hydroxide Slurry with Chemical Feed System
Questions and Answers

Question 1: What is the City currently paying for Calcium Hydroxide per gallon?

Response: City is not providing the information because it is not relevant in order to clarify the Contract Specifications.

Question 2: What is the City currently paying for an annual installation?

Response: Currently the City does not have to pay a cost for installation.

Question 3: Who is the current supplier?

Response: The current supplier is Evoqua Water Technologies.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Calcium Hydroxide Slurry with Chemical Feed System

Solicitation Number 10089914-23-J

B. BIDDER/PROPOSER INFORMATION:

Evoqua Water Technologies LLC

Legal Name		DBA	
2650 Tallevast Road	Sarasota	FL	34243
Street Address	City	State	Zip
Thomas R. Wilson, P.E., V.P. & G.M.	(941) 359-7930	(941) 359-7985	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

EWT Holdings III Corp. owns 100% of the issued & outstanding membership interests of the Company.

Name	Title/Position
210 6th Avenue, Suite 3300, Pittsburg, PA 15222	Attn: General Counsel
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

EWT Holdings II Corp. owns 100% of the issued & outstanding stock of EWT Holdings III Corp.

Name	Title/Position
210 6th Avenue, Suite 3300, Pittsburg, PA 15222	Attn: General Counsel
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Evoqua Water Technologies Corp. owns 100% of the issued & outstanding stock of EWT Holdings II Corp.

Name	Title/Position
210 6th Avenue, Suite 3300, Pittsburg, PA 15222	Attn: General Counsel
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 03/28/2013 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:

EWT Holdings III Corp - See above in interest section

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No
If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase Bank

Point of Contact: Tyson Moore

Address: New York, New York 10004

Phone Number: (813) 432-3333

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 2013049757 Year Issued: 2013

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: ABCWUA — Albuquerque, NM

Contact Name and Phone Number: Mark Gallegos – O & M Supervisor; 505-228-5370

Contact Email: mgallegos@abcwua.org

Address: 4201 2nd St SW, Albuquerque, New Mexico 87105

Contract Date: January 1, 2018

Contract Amount: \$ 365,000.00

Requirements of Contract: Full Service Contract - Equipment, Service & Chemical

Company Name: Lake Havasu WD

Contact Name and Phone Number: Randy Mazick – Operations Supervisor; 928-486-4476

Contact Email: mazickr@lhcaz

Address: 900 London Bridge Road, Lake Havasu City, AZ 86403

Contract Date: July 1, 2019

Contract Amount: \$ 300,000.00

Requirements of Contract: Full Service Contract - Equipment, Service & Chemical

Company Name: Sarasota County Government

Contact Name and Phone Number: Alexander J Boudreau, P.E. – Manager II Public Utilities; 941-323-3079

Contact Email: aboudrea@scgov.net

Address: 4001 Iona Rd, Sarasota, FL 34241

Contract Date: January 1, 2015

Contract Amount: \$ 3,400,000.00

Requirements of Contract: Full Service Contract - Equipment, Service & Chemical

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 10/27/2016.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Thomas R. Wilson, P.E., V.P. & G.M.



01/09/2023

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. 6. , Evoqua Water Technologies LLC has never been terminated for default by, or under a direct contract with, a public or government entity. A private contractor performing under a public contract with a government entity terminated its private supply subcontract with Evoqua Water Technologies LLC for what it claimed to be a delay-related default. But thereafter, the private contractor rescinded the termination by formal agreement and allowed Evoqua Water Technologies LLC to perform its scope and meet all other obligations under the private supply subcontract.

F. 2. , North Shore Water Reclamation District of Gurnee, IL on 12/02/2021 canceled our full service odor control contract for what the District stated 'for repeated failures to meet performance standards". Evoqua does not agree with this but had no choice due the contract standard that was in our original agreement. It should be noted the District continues to purchase products and services from Evoqua despite this.

F. 3. , In September 2018, Evoqua and a local government entity within the US entered into a voluntary settlement agreement to resolve a lawsuit involving the contract between the parties. Because the terms of the Settlement Agreement prohibit Evoqua from disclosing the existence of the agreement or the terms therein, Evoqua is unable to provide any further details on the circumstances.

F. 2. , See F.2. above.

J. The California Department of Industrial Relations has two cases with Evoqua in the past 5 years. One WC-CM-852592 dated 11/17/2021 is resolved and no public record of the results is available and the other WC-CM-792004 dated 06/20/2020 is currently still open.

L. Evoqua has at it's disposal the necessary tools, equipment and appurtenances to complete this work

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Thomas R. Wilson, P.E., V.P. & G.M.



01/09/2023

Print Name, Title

Signature

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
6/7/2021	Superior Court of CA, County of Los Angeles	Wrongful Termination (Race/National Origin and Age)	Y	Closed	Settled
11/12/14	Federal Court-Northern District of CA	Disability Discrimination	Y	Closed	Voluntary Dismissal
10/30/20	Superior Court of CA, County of Los Angeles	Age Discrimination	Y	Closed	Court granted Summary Judgement in favor of Evoqua
8/24/2019	California Dept of Fair Employment & Housing	Disability	N	Closed	Closed by DFEH for insufficient evidence.

Contractor Name: Evoqua Water Technologies LLC

Certified By Thomas R. Wilson, P.E. Title V.P. & G.M.


 Name

 Signature
 Date 01/09/23

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Evoqua Water Technologies LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2650 Tallevast Road

City: Sarasota County: Manatee State: FL Zip: 34243

Telephone Number: 941-359-7930 Fax Number: 941-359-7985

Name of Company CEO: Ronald C. Keating

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 12316 World Trade Dr #100

City: San Diego County: San Diego State: CA Zip: 92128

Telephone Number: 858-487-2200 Fax Number: 978-614-7111 Email: municipalservices@evoqua.com

Type of Business: Repair and Maintenance Type of License: San Diego Business Acct# 2013049757

The Company has appointed: Anthony Webster

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 210 Sixth Ave., Suite 3300, Pittsburgh, PA 15222

Telephone Number: 724-772-1576 Fax Number: _____ Email: anthony.webster@evoqua.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Evoqua Water Technologies LLC

(Firm Name)

Manatee, Florida hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 9th day of January, 2023



(Authorized Signature)

Thomas R. Wilson, P.E., V.P. & G.M.

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Evoqua Water Technologies LLC

DATE: 01/09/23

OFFICE(S) or BRANCH(ES): San Diego - Spring Valley and World Trade

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		2	2					9	1	1	
Professional												2	1	
A&E, Science, Computer			2		3						7	2		
Technical	1		1											
Sales			1								2			
Administrative Support												1		
Services														
Crafts			6								1			
Operative Workers			2								1			
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		13		5	2	1				20	2	2	
--------------------	---	--	----	--	---	---	---	--	--	--	----	---	---	--

Grand Total All Employees

49

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled											1			
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Evoqua Water Technologies LLC

DATE: 01/09/23

OFFICE(S) or BRANCH(ES): Temecula

COUNTY: Riverside

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												1	2		
Professional															
A&E, Science, Computer															
Technical	1														
Sales												1			
Administrative Support															
Services													1		
Crafts								1							
Operative Workers															
Transportation															
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1							1				2	3		
--------------------	---	--	--	--	--	--	--	---	--	--	--	---	---	--	--

Grand Total All Employees	7
---------------------------	---

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT -- Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

1.0 Background

Evoqua Water Technologies would like to introduce new technology into the odor control program for the City of San Diego. The new technology in discussion is Alkagen[®], a pH shift technology with a very short reaction time. Alkagen rapidly dissolves in wastewater, within ~1 to 5 minutes of injection, thus providing odor and corrosion control in segments of the collection system with shorter detention times.

Alkagen chemistry fits the following applications.

1. Hydrogen sulfide control for collection lines with multiple control points
2. Hydrogen sulfide control for wastewater treatment plant headworks
3. Hydrogen sulfide control by pH shift is proven to work well in combination with biological oxidizing (nitrate salt) chemistry
4. Reduction of fats, oils, and grease in wetwells
5. Hydrogen sulfide control for non-hazardous applications
6. Hydrogen sulfide control for high sulfide applications with low turbulence at the control area and minimum risk from downstream emissions due to dilution

2.0 pH Shift Technology

Alkaline Addition/pH Shift

Hydrogen sulfide (H_2S) is a partially soluble gas which exists in wastewater in equilibrium with the hydrosulfide ion (HS^-) and sulfide ion (S^{2-}). At neutral pH of 7.0, roughly 50% of the sulfide in solution will be in the H_2S form, which means it can be released to the atmosphere to cause odor and corrosion problems. At pH 9.0 less than 1% of sulfide is in the H_2S form. This relationship is shown on the following graph in Figure 3:

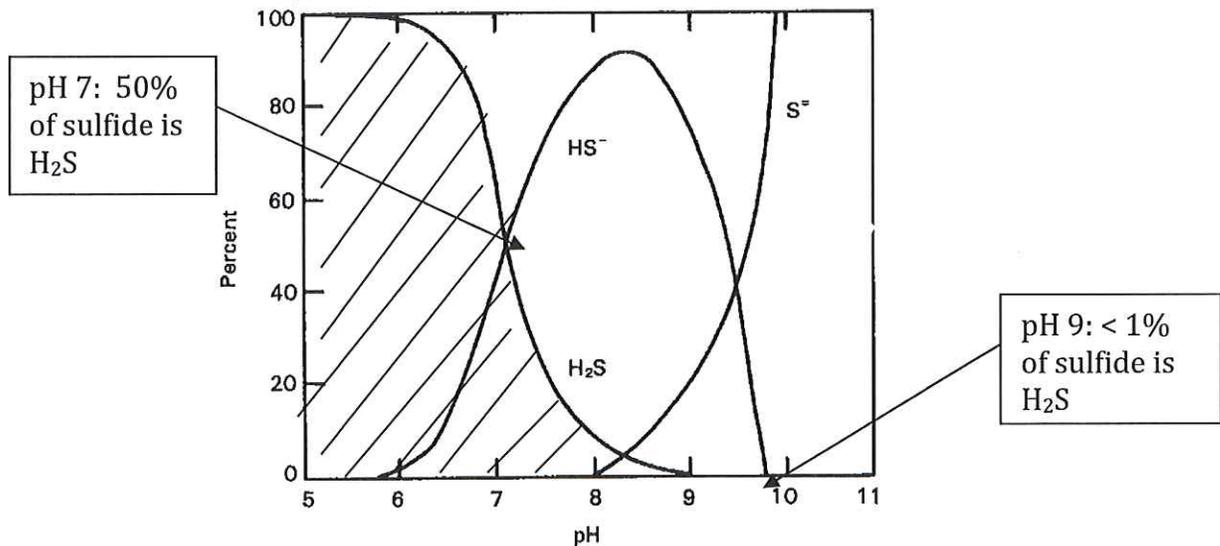


Figure 1 – Sulfide Equilibrium

Alkagen contains a non-hazardous alkalinity supplement which is used to increase the pH of wastewater necessary to control release of hydrogen sulfide. .

In addition to the odor and corrosion control benefits of alkalinity supplementation, Alkagen will provide needed alkalinity for your treatment process and will help solubilize fats, oils, and grease in the stations where it is applied. Alkagen has the following benefits:

- **Rapid dissolution.** Alkagen rapidly dissolves in wastewater, providing an almost instantaneous effect. Pump stations can usually be treated by applying Alkagen to an influent manhole. .
- **pH Range.** Alkagen can elevate the pH of wastewater to 8.5 or greater, providing a shift of over 99.9% of dissolved sulfide to the non-volatile HS⁻ ion.
- **Control.** Alkagen can be adjusted to the pH needed for a given application and controlled to maintain that pH using Evoqua VersaDose technology, eliminating product overfeed and waste.
- **Alkalinity.** Alkagen also provides alkalinity to the water supply if needed to assist nitrification at the WWTP.
- **Low Viscosity.** Alkagen comes as a ready-to-use suspension of 45% solids that is delivered at a viscosity below 500 cPs.

The product can be fed directly into the influent wetwell or into a force main. The Alkagen will rapidly dissolve and elevate the pH to hold the sulfides in solution through to the designated control point. Approximately 75 gallons of Alkagen is required per million gallons of flow to raise the pH above 8.0.

3.0 Advanced Dosing and Monitoring Capabilities

3.1 VersaDose®

The latest generation of treatment product feed equipment utilizes a PLC or microprocessor to achieve better dose to demand. These systems can be configured to dose exacting amounts of product to achieve the optimal result for the least cost. Evoqua has significantly invested in product development of dose to demand systems such as the VersaDose™. The VersaDose feed system features a programmable logic controller with embedded logic that uses real time inputs like flow, and temperature to produce an optimal dose every day of the year.

All Alkagen feed systems utilize the VersaDose advanced dosing package for the efficient delivery liquid phase products. The VersaDose has the following benefits above the basic two pump two timer dosing method.

- ▶ The VersaDose dosing package can save 10-25% in chemical applied with no performance degradation.
- ▶ Precisely match dose to demand to eliminate overfeed.
- ▶ Feed odor control products based on wastewater temperature. Automatic adjustment occurs as water temperature changes with the season.
- ▶ Adjust product feed based on wastewater flow. Automatic adjustment occurs as flow changes with seasonal fluctuation in population such as students, legislature and tourism.

WATER TECHNOLOGIES

- ▶ Turn down product feed during I/I events (waste flow input required)
- ▶ Feed product on a 24 hour – 7 day basis to match the demand curve
- ▶ Remote access to monitor and adjust chemical dosage from internet (if desired)
- ▶ User friendly pump calibration procedure
- ▶ User friendly interface
- ▶ Measure tank level change and compare to pump rate (alarm if out of spec)
- ▶ Remote access to tank level via internet

The VersaDose package is a microprocessor based unit designed for optimal product dosage. The controller uses inputs for: sewage flow, and temperature to dose precisely to the system.

The VersaDose package has built in flexibility to provide optimum dose to most types of system configurations. The controller utilizes a temperature input to automatically adjust chemical dosage by a pre-determined factor to account for seasonal changes in sulfide load. The VersaDose package utilizes several control modes to provide the optimum dosing profile. Control schemes include: dose proportional to flow, dose to retention time, constant dose, or a custom profile matched to the system configuration.

Figure 4 shows a schematic of an Alkagen dosing package. This product is a slurry material that requires constant mixing. Submittal drawings shall be submitted for all new storage and feed systems to be installed as proposed by the Evoqua treatment program.

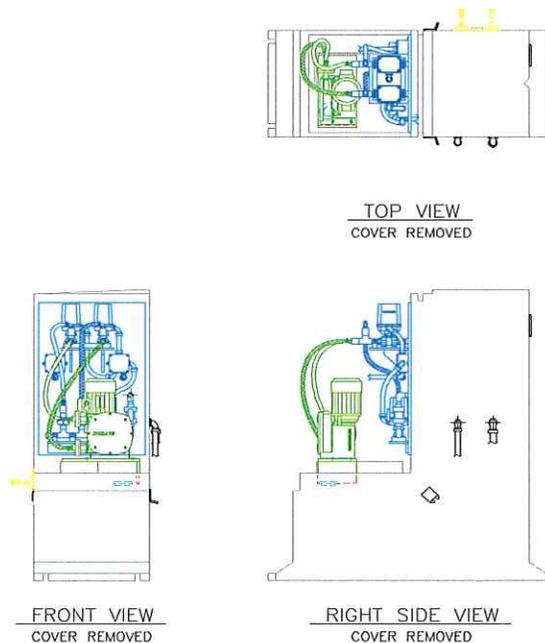


Figure 2 – Alkagen Dosing Package



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WATER TECHNOLOGIES

3.2 Remote Monitoring

Evoqua shall provide all equipment, material, and supplies required for remote monitoring of systems. The inventory of each chemical tank shall be monitored using either a pressure transducing or ultra-sonic sensor. The signal from the sensors shall be relayed via a wireless cellular signal for display on a customer accessible website, Link2Sitesm. The features of this inventory and remote monitoring system provide the following capabilities:

- Notify the appropriate odor control team members immediately via text or email if one or more of the following conditions occur:
 - A storage tank is overfilled.
 - A storage tank requires treatment product within a preset number of days.
 - A storage tank no longer contains any treatment product.
 - A treatment product feed rate change has occurred.
 - A tank, pump, or chemical feed line is leaking, or any other condition that may cause the tank level to drop faster than the preset dosing rate.
 - A pump or dosing line is plugged, a suction line is cracked, or any other condition that may cause the tank level to remain constant.
- Long term tracking of treatment product use rates
- Accountability and verification of treatment product deliveries
- At-a-glance treatment product inventory levels from any computer or wireless device capable of accessing the internet.
- Improved treatment product usage forecasting.
- Minimized discontinuity in odor control program

In addition to monitoring inventory, the Link2Site website can communicate with the VersaDose[®] and, enabling the user to:

- View the following parameters:
 - Wastewater temperature profile
 - Wastewater flow profile
 - Adjusted dose rate based on temperature and flow
 - A record of alarm conditions
 - Current dose rate
 - Current variation of dose rate relative tank level
- Adjust the following parameters:
 - Overall dose rate
 - Individual dose rates for each day of the week
 - Individual dose rates for each hour per day of the week

Screenshots of the Link2Site chemical inventory website are shown below:

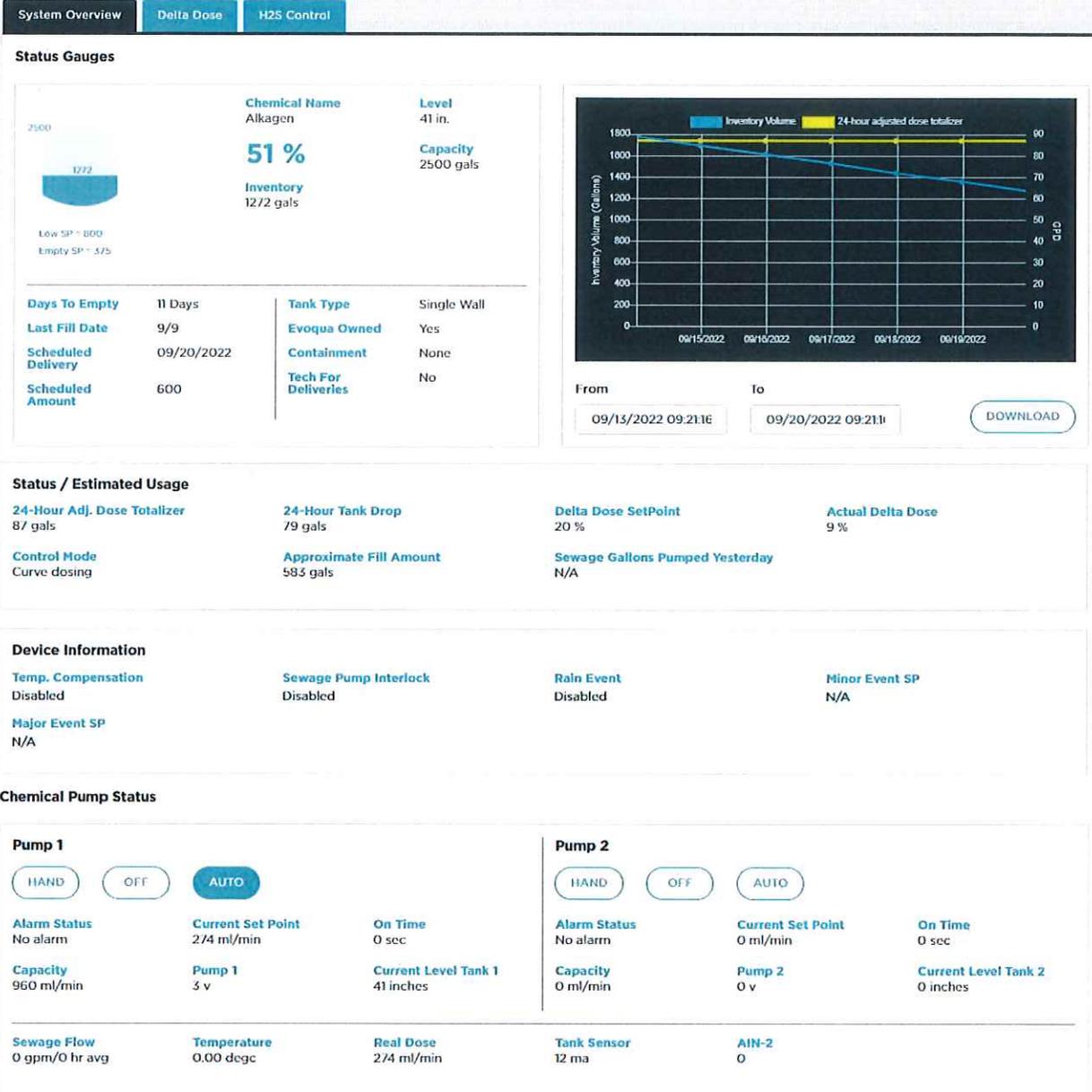


Figure 3 – Link2Site® Screenshot Showing Dose Site Summary

Atmospheric Hydrogen Sulfide Monitoring

The VaporLink® monitor is equipped with a cellular modem that communicates the logged data to the Link2Site website. This capability allows remote access to site specific data from any location with an internet connection. The VaporLink monitor can be programmed to log as frequently as once a second, or as infrequently as once an hour. Logged data can be transmitted to the Link2Site interface hourly, once



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every 4 hours, or once a day. The VaporLink monitor can also send instantaneous alarms when the hydrogen sulfide concentration exceeds the high level or average alarm set point or, when the gas concentration is less than the low level alarm set point. The system also includes an alarm to replace the VaporLink monitor and a low battery alarm.

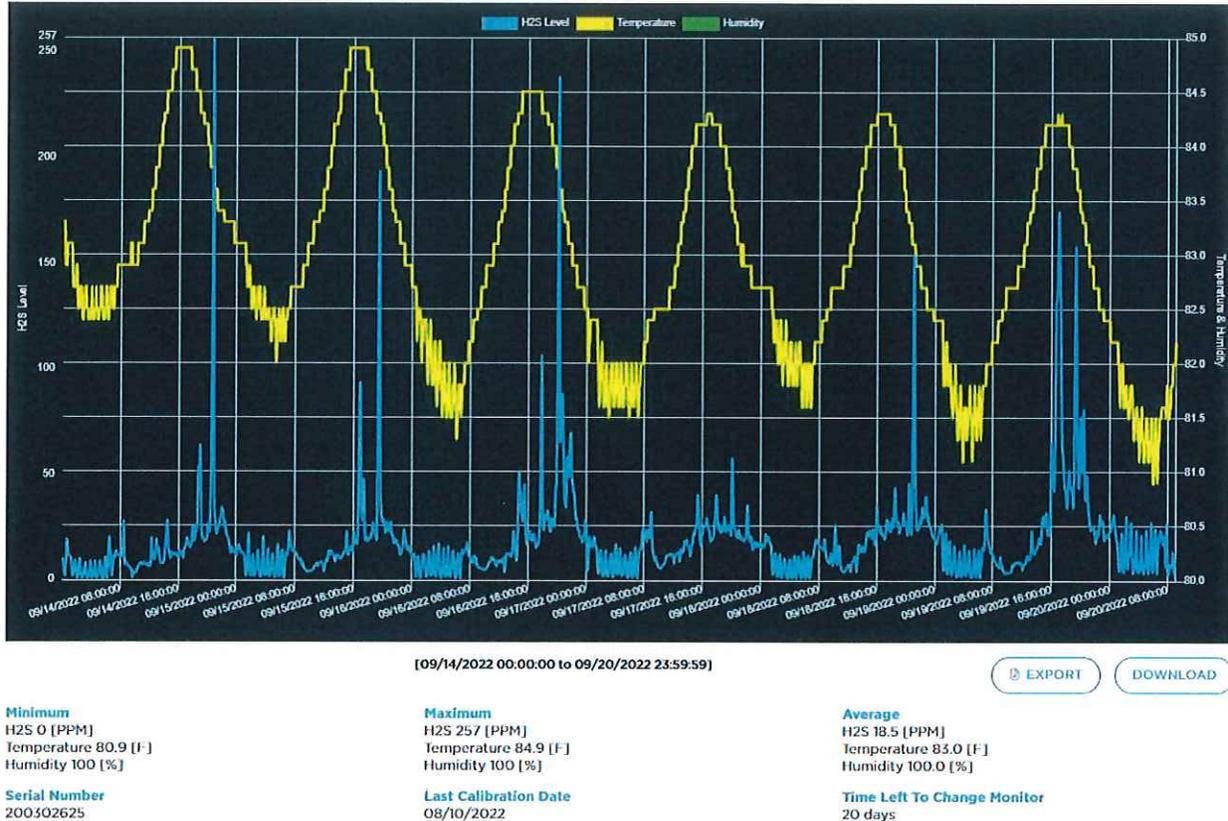


Figure 4 – Link2Site Screenshot Showing VaporLink Data

4.0 Scope of Services

4.1 Equipment

Evoqua will provide the following equipment for each Alkagen application. This equipment will deliver chemical into the influent wetwell or into a force main with back pressure less than 125 psi.

PUMP STATION 77

Quantity	Item
1-	6,150 gal (Minimum) Gallon Single Wall High Density Cross Linked Polyethylene Chemical Storage Tank
1-	Tank Mixing System



- 1- Complete Control Unit with Single Feed Pump (minimum). The Control Unit shall consist of:
 - (1) Operator Interface
 - (1) Tank level readout
 - (2) Auto/Off switches with indicator lights
 - (1) Flow Dosing capability
 - (1) Custom Dosing Profiles
 - (2) Dry contacts to receive digital inputs
 - (1) Disconnect switch

- 1- Single Wall Piping Kit shall consist of:
 - 1/2" Reinforced Tubing.
 - 1- 2" Stainless Steel Male Camlock
 - 1- 2" Plastic Female Camlock Cap.
 - 2" Schedule 80 PVC Tank Fill Piping

- 1- VaporLink H₂S data logger. Vaporlink transmits data on a daily basis to the Link2Site website. Website shall be accessible to the City. Evoqua proposes to put the VaporLink at the designated control point.

- 1- Secondary containment for 110% volume of Alkagen storage

PUMP STATION 90

<u>Quantity</u>	<u>Item</u>
1-	2,500 gal (Minimum) Gallon Single Wall High Density Cross Linked Polyethylene Chemical Storage Tank
1-	Tank Mixing System
1-	Complete Control Unit with Single Feed Pump. The Control Unit shall consist of: <ul style="list-style-type: none"> (1) Operator Interface (1) Tank level readout (2) Auto/Off switches with indicator lights (1) Flow Dosing capability (1) Custom Dosing Profiles (2) Dry contacts to receive digital inputs (1) Disconnect switch
2-	Single Wall Piping Kit shall consist of: <ul style="list-style-type: none"> 1/2" Reinforced Tubing. 1- 2" Stainless Steel Male Camlock 1- 2" Plastic Female Camlock Cap. 2" Schedule 80 PVC Tank Fill Piping
1-	VaporLink H ₂ S data logger. Vaporlink transmits data on a daily basis to the Link2Site website. Website shall be accessible to the City. Evoqua proposes to put the VaporLink at the designated control point.
1-	Secondary containment for 110% volume of Alkagen storage

Evoqua Water Technologies retains ownership of all provided equipment.

Evoqua shall be responsible for the following installation activities:

1. Provide a submittal of drawings for review
2. Deliver and set tank and feed system
3. Feed line installation
4. Installation of conduit and wire to a point adjacent to the pump station control panel

The City of San Diego is needed to assist with the following activities:

1. Provide a concrete pad to accommodate the tank and feed system
2. Provide electrical service of 480 V, 3ph, 20 amp for the feed system within 10' of system
3. Any trenching, tapping of lines, drilling through concrete, etc. required to run chemical injection tubing to the application point
4. Provide a 4-20 mA flow signal or pump contacts (Not required)
5. Provide flush water to the skid – 5 gpm @ 20 psi (Flush water shall have a break tank provided by Evoqua)

Figure 6 below shows a picture of an Alkagen storage and feed system.



Figure 5 – Alkagen Feed System



4.2 Chemical

Evoqua will provide minimum 4000 gallon bulk loads of Alkagen solution.

4.3 Startup/Optimization Services

Evoqua will provide a representative to startup and optimize the feed system. During the optimization period, Evoqua shall supply the following sampling/monitoring:

- Gaseous hydrogen sulfide concentration – Monitored continuously inside the designated control point manhole. Evoqua shall use a VaporLink sulfide gas monitor.
- pH – Grab samples taken at the control point manhole. A Sonde meter will be deployed to monitor continuous pH data at the control point and/or the feed location.
- Water temperature – Monitored continuously inside control point manhole in which gaseous hydrogen sulfide concentrations are being measured.

At the conclusion of the optimization period, Evoqua shall submit a report with the data and provide conclusions and recommendations.

4.4 Preventative Maintenance and Monitoring Services

An Evoqua service technician will visit the site to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Provide monthly maintenance and optimization services. Routine Service shall include but not be limited to:
 1. Check the equipment for proper operation
 2. Perform sulfide sampling at the control point
 3. Perform scheduled preventative maintenance on equipment.
 4. Submit a written report outlining services and observations during the routine service visit.
- Provide emergency service to the dosing equipment. 24 hour technical phone response is included in the price of the program.
- Provide maintenance parts and components for the dosing equipment as required.

CODE OF ETHICS AND BUSINESS CONDUCT



**TRANSFORMING WATER
ENRICHING LIFE**

<https://www.evoqua.com/siteassets/documents/about-us/corporate-responsibility/code-of-ethics-english.pdf>

CEO LETTER

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It is important that each of us knows and follows both the letter and spirit of the Code. By living our values and upholding the Code, you will help ensure that Evoqua is a reliable partner to our customers and will continue to achieve success the right way.

A Message From Our CEO

Dear Employees and Colleagues:

At Evoqua, we understand our customers' needs and deliver solutions to improve their performance and our world. We leverage our portfolio of trusted brands, proven products, advanced technologies and the industry's most knowledgeable people to deliver cost-effective, reliable systems and services with unparalleled attention to customer satisfaction.

We also understand that integrity and doing what's right is critical to the success of Evoqua and it is through this core value that we navigate our daily business. We are committed to both conducting business in an ethical manner and ensuring our employees are safe. This commitment is underlined by this simple principle that guides our daily work: No profit is, or ever will be, worth compromising the safety of our employees or the integrity of our company.

On the following pages, you will find our Code of Ethics and Business Conduct ("The Code"). This Code is designed to guide us in our work activities, wherever our business in an ethical and legal manner.

Please read this Code carefully and thoroughly.

The Code applies to all Evoqua Water Technologies employees, regardless of rank, seniority or location. I encourage you to discuss any questions or concerns you may have about this Code or any activity at Evoqua with your manager or the resources listed in this document. You can also direct concerns to the Company's Compliance Helpline, available 24/7. We are all expected to report violations of the Code. Evoqua will not tolerate retaliation against you for reporting misconduct or concerns in good faith.

It is important that each of us knows and follows both the letter and spirit of the Code. By living our values and upholding the Code, you will help ensure that Evoqua is a reliable partner to our customers and will continue to achieve success the right way. I pledge to follow this Code and to conduct business in an honest and ethical manner, and I know you will do the same.

RON C. KEATING

PRESIDENT, CHIEF EXECUTIVE OFFICER,
MEMBER OF THE BOARD OF DIRECTORS