

**Electrical System Work to Support  
New 5,000 Gallon DEF Tank**

**RFQ 21-005**

**Request for Quotations**

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Scope of Work, Professional Services  
Agreement, and Forms

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February 25, 2021

SAN FRANCISCO BAY AREA

**WATER EMERGENCY  
TRANSPORTATION AUTHORITY**

**San Francisco Bay Area Water Emergency Transportation Authority**

**Request for Quotations for Electrical System Work to Support  
New 5,000 Gallon DEF Tank  
Contract No. 21-005**

**Issued: February 25, 2021**

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) requests quotations from qualified firms for performing electrical system work to support the new 5,000 gallon diesel exhaust fluid (DEF) tank located at WETA's North Bay Operations & Maintenance Facility in Vallejo, CA (the Project), as described in the Scope of Services attached to this Request for Quotations (RFQ) as Exhibit A.

**Timeline**

Listed below is the anticipated solicitation schedule—all dates are subject to revision at WETA's sole discretion.

Requests for Clarifications Due:	2:00pm local time on April 2, 2021
Quotations Due:	2:00pm local time on April 16, 2021
Anticipated Date of Notice to Proceed:	May 7, 2021
Anticipated Time of Performance:	May 10 to June 4, 2021

**Requests for Clarification** Submit all requests for clarification in writing to Martin Robbins, Project Manager, at [robbins@sanfranciscobayferry.com](mailto:robbins@sanfranciscobayferry.com) by the date and time in the Timeline set forth above. For DBE related questions, contact Lauren Gularte at [gularte@watertransit.org](mailto:gularte@watertransit.org).

**Quotation Submission Instructions** This RFQ includes the following exhibits:

- Exhibit A, Scope of Services
- Exhibit B, Sample Agreement
- Exhibit C, Diversity Program for Contracts forms, including: Exhibit C-1, Prime Contractor/Consultant and Subcontractors/Subconsultants/Supplier Report; C-2, SBE Affidavit of Size; and Exhibit C-3, Description of the Selection Process of Subcontractors/Subconsultants/Suppliers
- Exhibit D, Bid Form
- Exhibit E, Insurance Requirements

Submit completed and signed forms, attached as Exhibits C and D, in PDF format via electronic mail to Tim Hanners, WETA Operations Manager, at [hanners@watertransit.org](mailto:hanners@watertransit.org) and to Martin Robbins, Project Manager, at [robbins@sanfranciscobayferry.com](mailto:robbins@sanfranciscobayferry.com) by the date and time in the Timeline set forth above. Quotations that do not include fully signed and completely executed forms contained in Exhibits C and D may be rejected as nonresponsive.

**Minimum Qualifications.** By submitting a quotation, bidders represent and warrant that they meet all of the following minimum qualifications:

- The bidder is fully licensed to perform the scope of services in the State of California and all local jurisdictions.
- The bidder is able to satisfy all of the insurance requirements set forth in Exhibit E.
- The bidder is qualified, experienced, and knowledgeable in all trades and skills required by the scope of services.

**Sample Agreement** WETA's sample agreement for this Project is attached as Exhibit B. The sample agreement contains the terms and conditions, including federal requirements, applicable to this Project. Bidders are responsible for reviewing and considering the sample agreement requirements when preparing quotations. By submitting a quotation, bidders are deemed to have accepted all terms and conditions in the sample agreement.

**Quotation Evaluation and Contract Award**

WETA reserves the right to reject or accept any quotation, to waive any minor irregularities in quotations or procurement procedures, and to request additional information from bidders at any stage of the evaluation process. WETA intends to award this contract to the responsible bidder submitting the lowest responsive quotation, see required Bid Form (Exhibit D). WETA reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Project at any time. WETA will not reimburse any firm for costs incurred as a result of preparing or submitting a quotation, including negotiating with WETA on any matter related to this procurement. If a contract is awarded, the selected bidder must execute and deliver executed copies of the contract within ten (10) working days of receipt, together with all required documents, including but not limited to, insurance certificates.

**Confidentiality**

The California Public Records Act (Government Code Sections 6250 et seq.) mandates public access to government records. Unless the information is exempt from disclosure by law, the content of the quotation, as well as any other written communication between WETA and the bidder, may be a public record that must be made available to the public. A bidder may not designate its quotation as confidential.

**Ex Parte Communications** Bidders and bidders' representatives may not communicate orally with an officer, director, employee, or agent of WETA, outside the procedures set forth in this procurement, until after a Notice to Proceed has been issued by WETA. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of WETA during a public meeting. Any written communication regarding this RFQ between a bidder or a bidder's representative and WETA's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process set forth in this procurement, before WETA issues a Notice to Proceed, will be available for disclosure to the general public.

**Conflicts of Interest** By submitting a quotation, the bidder represents and warrants that all of the following statements are true:

1. No director, officer or employee of WETA is in any manner interested directly or indirectly in the quotation or in the Agreement which may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the California Government Code.
2. The bidder presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this Agreement.
3. The bidder will not knowingly employ any person having such an interest in the performance of a contract awarded pursuant to this RFQ. Violation of this provision may result in a contract awarded pursuant to this RFQ being deemed void and unenforceable.
4. If the bidder is required to publicly disclose financial interests under WETA's Conflict of Interest Code, bidder agrees to promptly submit a Statement of Economic Interest on the form provided by WETA upon receipt.
5. The bidder acknowledges and understands that no person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the bidder by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.
6. The bidder has no organizational conflicts of interest at this time. Alternatively, the bidder must disclose all known organizational conflicts of interest in its quotation. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

**Diversity Program for Contracts**

WETA is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in WETA contracting opportunities in accordance with 49 CFR Part 26, as may be amended. It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation. The bidder must cooperate with WETA in meeting these commitments and objectives. There is no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this Project.

The bidder must submit the following forms, attached as Exhibit C, to WETA with its quotation:

- (1) the Prime Contractor/Consultant and Subcontractors/Subconsultants/Supplier Report;
- (2) the SBE Affidavit of Size for its firm, if applicable, and for any SBE subcontractors, subconsultants, or suppliers proposed to perform the services under this contract; and
- (3) the Description of the Selection Process of Subcontractors/Subconsultants/Suppliers, if applicable.

**DBE Participation Goal for the Performance of this Contract**

Bidders are strongly encouraged to obtain DBE participation on this project, although there is no contract-specific DBE or SBE goal established. Bidders are advised that WETA has analyzed the data regarding the portions of work that could be subcontracted out to small businesses, including DBEs, and whether DBEs are available to perform those types of work.

Subcontracting opportunities may include, but are not limited to:

- Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers

DBEs are available to perform each of these areas of work. Bidders are provided this information to facilitate consideration of small businesses, including DBEs, for subcontracting opportunities. As further described in Exhibit C-3, Bidders are required to document their activities in the solicitation and selection of subcontractors to ensure that this process is carried out in a nondiscriminatory manner.

**END of RFQ  
Exhibits and Forms Follow**

## **Scope of Electrical System Work to Support New 5,000 Gallon DEF Tank**

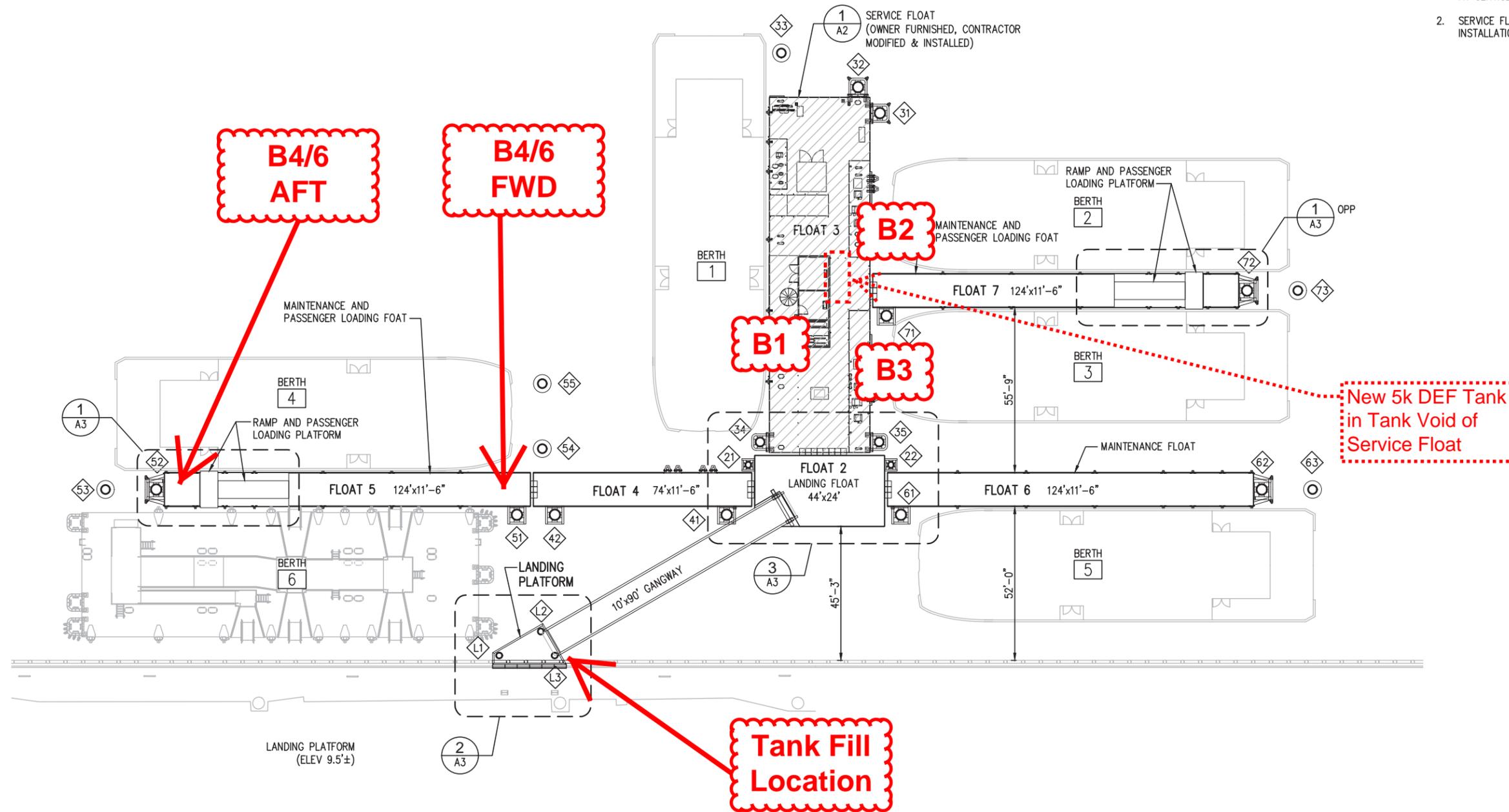
Design and build complete electrical system installations to support delivery, control of, and indication of running power to a new DEF pump submersible pump located in a new 5,000 gallon DEF tank as described below and illustrated by Attachments 1 & 2 of this Exhibit. The new DEF tank is currently under construction by others and is expected to be complete and ready for this work by March 31, 2021. All work must be completed within 28 days from WETA's issuance of a Notice to Proceed. Without limiting the generality of the work described above, the work at a minimum includes all of the following elements:

1. All work shall be performed in accordance with WETA's safety plan, industry standard best practices, and instructions provided by WETA Representatives. Contractor must comply with all local and state health orders issued in response to the Covid-19 pandemic as may be in place and applicable at any time during the course of performance under this Agreement.
2. Provide shop drawings for WETA review and approval indicating the routing of cable and conduit to all control stations, materials specifications for all components used in construction, and a simplified one-line electrical diagram of all work.
3. Coordinate all work as necessary with the mechanical contractor installing the piping system modifications to allow for efficient construction, testing, and commissioning of the DEF systems.
4. Run appropriate power supply cabling from Panel P3 located on the Service Float to the new DEF submersible pump pigtail in the Tank Void of the Service Float. The pump requires 115VAC, 1Ø, 60Hz power supply rated at 9.8A for the 1HP motor. See Attachment 2 for the pump manual. Provide appropriate junction boxes and fittings. The submersible pump will have been installed in the new tank by others.
5. Create and wire up five (5) DEF submersible pump control panels serving the DEF distribution system to the vessel berths. Exact locations and detailing of control panels shall be determined with input from the WETA Representative, and subject to WETA approval:
  - a) Berth #1 – provide pump controls and pump running indication light in a new SS panel in the Pump Room at a location approved by the WETA Representative.
  - b) Berth #2 – located near the fueling station for Berth #2, relocate existing 120VAC outlet box downward on the uni-strut there, and install the new DEF pump control box by

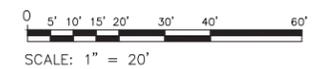
- mounting it on the uni-strut above the outlet box. Label the new control box to say DEF Fill for Berth #2.
- c) Berth #3 – located near the fueling station for Berth #3, relocate existing 120VAC outlet box downward on the uni-strut there, and install the new DEF pump control box by mounting it on the uni-strut above the outlet box. Label the new control box to say DEF Fill for Berth #3.
  - d) Berth #4/6 FWD – located approximately as indicated by Attachment 1, provide new mounting location structure (uni-strut style) and SS hardware. Label the new control box to say DEF Fill for Berth #4/6 FWD.
  - e) Berth #4/6 AFT – located approximately as indicated by Attachment 1, provide new mounting location structure (uni-strut style) and SS hardware. Label the new control box to say DEF Fill for Berth #4/6 AFT.
6. DEF submersible pump control panels shall consist of properly labeled green START and red STOP buttons, and a white RUNNING indication light to indicate that the submersible pump is running. The controls shall be provided inside polycarbonate NEMA 4X waterproof latched enclosures sized appropriately for the controls, except as noted above for Berth #1.
  7. Provide new watertight deck penetrations for conduit serving Berth #2 and Berth #3.
  8. Use cabling, wire, Schedule 80 rigid PVC conduit, PVC fittings, PVC flexible conduit, SS or hot-dipped galvanized fasteners, et cetera to match existing installations.
  9. Provide a new multi-cable transit (MCT) in the bulkhead between the Tank Void and the Shore-end Void. The new MCT shall be identical to the existing MCT between the Service Float and Float 2. Submersible pump control cabling and conduit shall pass through this new MCT to feed pump control power and indication to Berths #4/6. The piping contractor will also use this MCT to route piping between the two voids.
  10. Cabling/conduit between floats shall include a length of flexible conduit looped to allow for relative motions between the floats. Conduit runs along Floats 2, 4, and 5 shall be suspended under the walkway gratings using existing uni-strut mounting locations. Where necessary install a second lower tier of uni-strut, suspended from existing uni-strut, to accommodate conduit runs. Hardware used shall match existing.
  11. All cabling shall be clearly identified and labeled using SS cable tags or other identifying methods.
  12. Unless otherwise specified herein or approved by WETA, all fasteners/fittings used shall be SS316 or hot-dipped galvanized depending on installation location.

13. Test and commission the system in cooperation with the mechanical contractor installing the new DEF distribution piping to confirm proper operation of all DEF pump control stations.
14. Provide loose one complete DEF pump control panel as a ready service spare. Provide loose one spare DEF submersible Blue Diver 1200 pump as a ready service spare, see Attachment 2 for details.

1. SEE AS-BUILT REFERENCE DRAWINGS TO DETERMINE EXISTING CONDITIONS AT SERVICE FLOAT.
2. SERVICE FLOAT TO BE DRYDOCKED AND SERVICED PRIOR TO INSTALLATION. SEE DIVISION 1 SPECIFICATIONS.



**WATERFRONT SITE PLAN**  
 SCALE: 1" = 20'-0"



**AS-BUILT**

REVISIONS		
NO.	DATE	DESCRIPTION
1	7/25/2017	AS-BUILT



**kpff** Consulting Engineers  
 1601 Fifth Avenue, Suite 1600  
 Seattle, Washington 98101  
 (206) 622-5822 Fax (206) 622-8130

CONSULTANT

SEAL/SIGNATURE

DESIGNED BY:  
DPE  
 DRAWN BY:  
RT  
 CHECKED BY:  
KN

PROJECT  
**NORTH BAY OPERATIONS AND MAINTENANCE FACILITY**  
 TITLE  
**WATERFRONT SITE PLAN**

DATE  
07/25/2017  
 SHEET OF  
4 115  
 DRAWING NO.  
**G4**  
 JOB NO.

# INSTALLATION, OPERATION, SERVICE, AND REPAIR MANUAL

## DAB BLUE DIVER SERIES SUBMERSIBLE DEF PUMPS

MODEL NUMBERS: BD-750, BD-1000, and BD-1200





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**WARNINGS FOR THE SAFETY OF PEOPLE AND PROPERTY**

The symbols used in this manual are shown below together with their meanings.

	<b>DANGER</b> Failure to observe this warning may cause injury and/or damage to property.
	<b>ELECTRIC SHOCK</b> Failure to observe this warning may result in electric shock.
	<b>WARNING</b> Failure to observe this warning may cause damage to property (pump, system, panel, ...) or the environment.
	<b>READ</b> Read this manual carefully before proceeding.

**READ AND UNDERSTAND THIS MANUAL BEFORE PROCEEDING**

1

**General**



**Read this documentation carefully before installation.** Installation and functioning must comply with the safety regulations in the country in which the product is installed. The entire operation must be carried out in a workmanlike manner. Failure to comply with the safety regulations not only cause risk to personal safety and damage to the equipment, but invalidates every right to assistance under guarantee.



Read this manual carefully before installing and using the product.



The manufacturer declines any responsibility in case of accidents or damages caused by improper use of the pump product or due to negligence or lack of observance of the instruction described in this booklet or use of the pump under conditions that differ from the rating on the nameplate.

2

**Application**

**Blue Diver:** Submersible Multistage pumps with multiple impellers to give a great range of pressures to suit many different applications. Particularly suitable for 34% UREA solution (Diesel Exhaust Fluid) supply from totes or below ground storage tanks.





**3 Pumped Fluids**



34% UREA solution DEF (Diesel Exhaust Fluid) only. Do not use for refined fuels of any kind.

**4 Technical Data & Range of Use**

<b>Pumped Liquid:</b>	DEF clean and free from solid bodies or abrasive substances, non-aggressive.		
	<b>Blue Diver 750</b>	<b>Blue Diver 1000</b>	<b>Blue Diver 1200</b>
<b>Height (In.):</b>	13.8	14.8	15.7
<b>Diameter (In.):</b>	5.9	5.9	5.9
<b>Horsepower:</b>	1/2	3/4	1
<b>Motor Rating (Amp):</b>	5.5	8.4	9.8
<b>Head (Ft):</b>	79	118	157
<b>Max Operating Pressure:</b>	34 PSI	50 PSI	67 PSI
<b>Supply Voltage:</b>	115V / 1 PH / 60 Hz		
<b>Absorbed Power:</b>	See electrical data plate		
<b>Motor Protection</b>	IP68		
<b>Thermal Class</b>	F		
<b>Delivery:</b>	2 – 25 GPM		
<b>Liquid Temp Range:</b>	33 °F to 90 °F		
<b>Max Immersion:</b>	33 Ft		
<b>Storage Temp:</b>	33 °F to 100 °F		
<b>Relative Humidity of Air:</b>	MAX. 99%		
<b>Minimum Positive Head:</b>	6 Inches		
<b>Max Starts Per Hour:</b>	30		
<b>Max Voltage Variation:</b>	+/- 5%		

**5 Management**

**5.1 Storage**

Blue Diver pumps must be stored indoors, in a dry, vibration-free and dust-free environment, possibly with constant air humidity. They are supplied in their original packaging and must remain there until the time of installation. If this is not possible, the intake and discharge ports must be plugged.

**5.2 Transport**

Avoid subjecting the products to needless jolts or collisions. To lift and transport the unit, use lifting equipment and the pallet supplied standard (if applicable).

**The pump must never be lifted using the power cord.**



## 6 Warnings

### 6.1 Skilled Technical Personnel

**It is advisable that installation be carried out by skilled personnel in possession of the technical qualifications required by the specific legislation in force.**

The term **skilled personnel** means persons whose training, experience and instruction, as well as their knowledge of the respective standards and requirements for accident prevention and working conditions, have been approved by the person in charge of plant safety, authorizing them to perform all the necessary activities, during which they are able to recognize and avoid all dangers.

### 6.2 Safety

Use is allowed only if the electric system is in possession of safety precautions in accordance with the regulations in force in the country where the product is installed. The pump should not be handled while connected to an electrical supply.

### 6.3 Preliminary Inspection

- Unpack the pump and check its integrity and all of its components.
- Check the data on the nameplate to make sure it corresponds with power supply, and the original requirements.
- In the case of any discrepancies contact the supplier immediately.

### 6.4 Responsibility



**The Manufacturer does not vouch for correct operation of the pumps if they are tampered with or modified, run outside the recommended work range or in contrast with the other instructions given in this manual.**

**The Manufacturer declines all responsibility for possible errors in this instructions manual, if due to misprints or errors in copying. The company reserves the right to make any modifications to products that it may consider necessary or useful, without affecting the essential characteristics.**

## 7 Installation

### 7.1 Installation General



Installation and use should be compliant with ISO 22241 and PEI recommended practice 1100-10. Consult these standards for last updates. Installation should also comply with all applicable Federal, State, Local, or Provincial construction, safety and environmental codes and regulations. OEC Fluid Handling, Inc. declines any responsibility in case of accidents or damages caused by improper use of the pump product or due to negligence or lack of observance of the instruction described in this booklet or use of the pump under conditions that differ from the rating on the nameplate.

Installation is safety relevant, and therefore must be carried out by an expert and authorized installer, by regulations issued by the competent authorities and dictated by experience and common practice.



DAB Blue Diver Series Multistage Submersible pumps are designed for pumping DEF 34% Urea solution (Diesel Exhaust Fluid) only. Never use these pumps for gasoline, kerosene, diesel fuel or any other distillates or solvents.

ISO 22241 provides the Urea Diesel Exhaust Fluid (DEF) requirements including 1) quality of Urea DEF solution, 2) applicable test methods, 3) packaging transportation and storage requirements and 4) refilling interface requirements.

Urea DEF solution must be handled and stored in compatible material, kept free of contamination, and stored at temperatures that will not cause the solution to deteriorate. The use of contaminated or out of specification Urea DEF can cause filter problems, clogged injectors, deterioration of the selective catalytic reduction process, or poison the vehicle's catalytic converter used in the exhaust system. Urea manufacturers may require a system inspection to insure that all components are Urea DEF compatible and that the tank and system have been properly cleaned, rinsed, and flushed before Urea DEF is delivered.

The tank in which the pump is being installed must be vented in accordance with manufacturer's installation instructions. Follow the tank manufacturer's tank installation instructions.

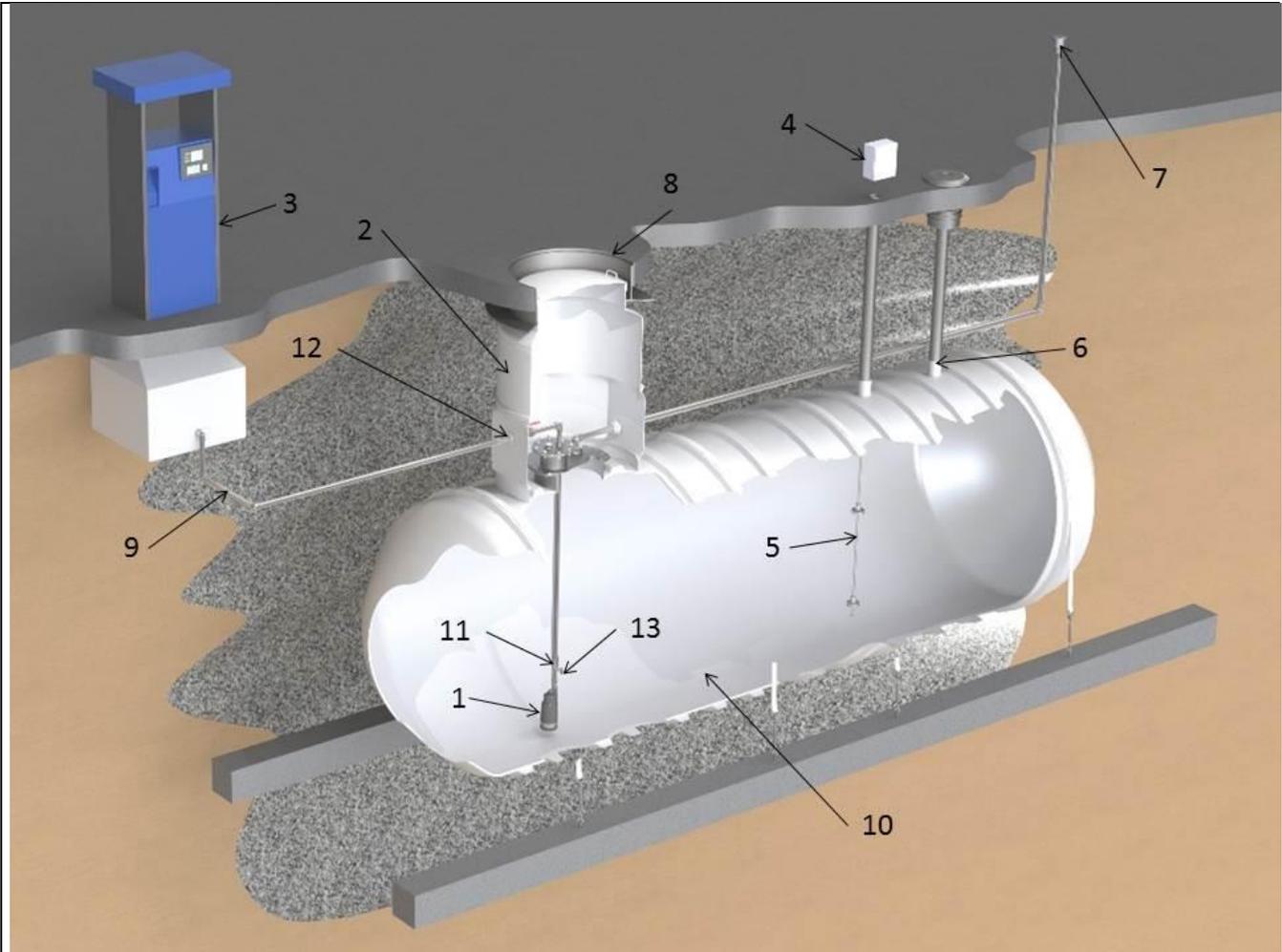
The use of NPT threaded piping and tank fittings for Urea DEF is not recommended. Threaded connections are likely to weep urea solution forming urea crystals at the point of the leak. However, if NPT threaded fittings are used, Urea DEF compatible thread sealant is necessary to achieve a tight connection. Use only pipe dope that is ISO 22241-2 approved for DEF and suitable for stainless steel. Do not use PTFE-based pipe tape. Cleaning of all piping systems with deionized or distilled water per ISO 22241-3 is recommended prior to placing system into service.

A product filter must be installed between the tank / piping and the dispensing point. The filter should be sized to insure that Urea DEF supplied to the dispenser nozzle meets the requirements of ISO 22241 and does not pass particulates that may clog the injector nozzles in the vehicle.

The installation contractor should install the pump so that future service can be easily performed. Tank access ways, man ways, and pump mounting flanges should be large enough for the safe and easy removal of the pump for service and replacement.



7.2 Below Ground Blue Diver Installation Diagram (Fig. 7.2)



- 1. BLUE DIVER Pump
- 2. Water Tight Chamber
- 3. DEF Dispenser
- 4. Control Panel for Pump Protection
- 5. Level Control Sensor
- 6. Tank Fill
- 7. Pressure / Vacuum Vent

- 8. Man Hole Cover (Not Shown)
- 9. Discharge Pipework
- 10. DEF Storage Tank (Courtesy of Containment Solutions Inc.)
- 11. Check Valve
- 12. Liquid Tight Pipe Connection
- 13. Bypass Nozzle (Motor Cooling Protection)

### 7.3 Before Installation

Before installing the Blue Diver pump, make sure the impeller(s) turn freely.

- Remove the black plug (item 18) from the base of the pump (item 20), as shown in Fig. 7.3A
- Use a flat blade screw driver to turn the impeller shaft counter clockwise (looking at the bottom of the pump). Rotate at least one full turn. Reference Fig. 7.3B.
- Insert the black plug (item 18) back into the center hole in the base of the pump (item 20).

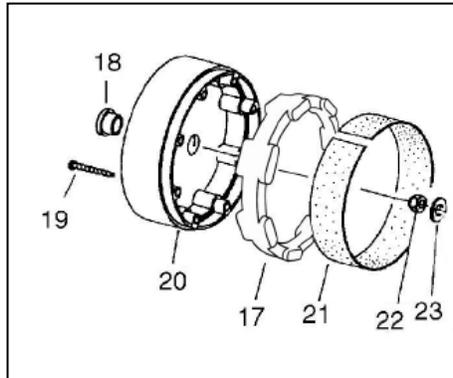


Fig. 7.3A

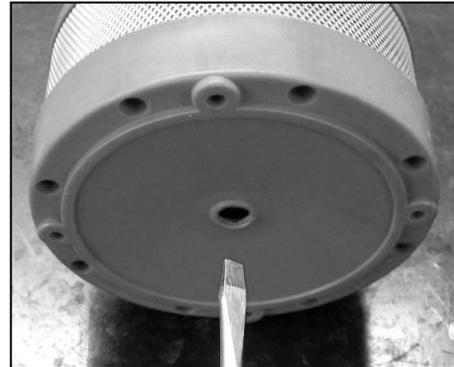


Fig. 7.3B

- Make sure that the tank is free from sand, dirt, and other debris, and that its dimensions are sufficient to fit the pump.
- The pump must be supported by metallic pipe only. Plastic or nonmetallic pipe should not be used without a support cable. Flexible pipe installations also require the use of stainless steel cables for pump support.

**WARNING**

- Do not lift or support the pump by the electric cable.
- The pump should not touch the tank bottom. It should be suspended at least 3 inches from the tank bottom. Minimum liquid level should be no less than 6 inches above the bottom of the pump.
- Fasten the electric cable to the delivery pipe to prevent it from getting damaged.
- To allow for thermal expansion of the discharge pipe, do not pull the power cable tight.
- Cable extension junctions should only be made with a safe and waterproof system.
- The ground cable connection must be physically separated from the power cable junction.
- The pump should be installed with an electric panel guaranteeing the following functions: overload protection, short circuit protection, dry run protection.



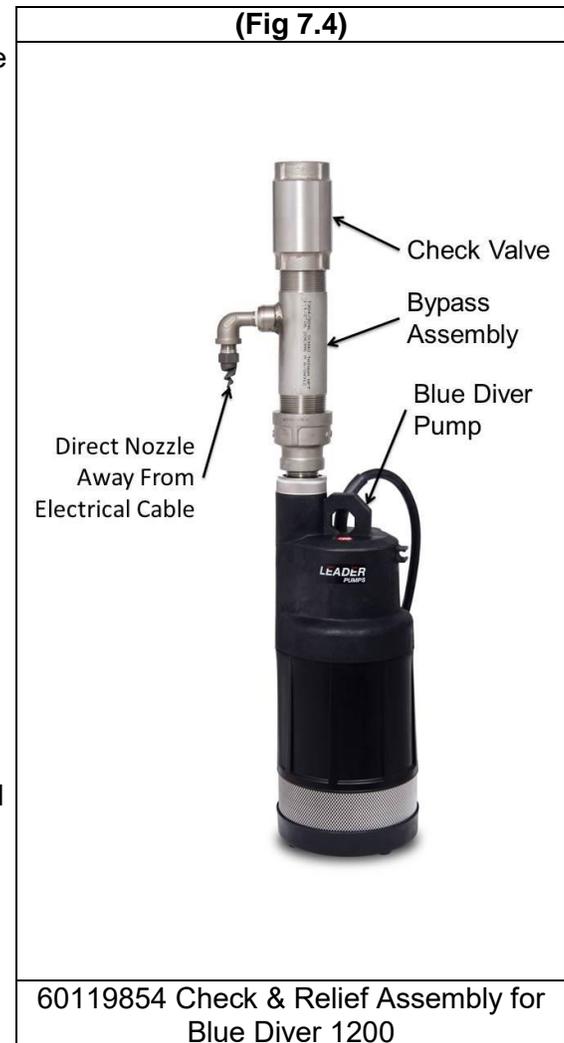
**WARNING**



- The pump cannot be run dry
- Before connecting the power, check resistance on the ground.
- Single-phase motors are provided with built-in thermal overload protection with automatic reset, and may be connected directly to the mains.
- Ensure that the metal pipes do not exert undue strain on the pump ports, thus preventing deformations or breakages.

#### 7.4 Pump Discharge Piping for Blue Diver 1200 Only

- The discharge connection of the pump can be made with stainless steel or rigid polypropylene parts.
- Avoid any reduction of the output pipe.
- It is advisable to use pipes with an internal diameter at least equal to that of the delivery pipe, so as to avoid a fall in the performance of the pump and the possibility of clogging.
- To lower the pump, always use a stainless steel or poly chain fixed beforehand to the hook on top of the pump. Hose made of approved materials may be used if proper lift cable or chain is used.
- Verify all fittings are DEF compatible.
- The bypass assembly and check valve must be installed as shown in Fig 7.4, for the Blue Diver 1200. The bypass assembly ensures that, when energized, there will always be flow through the pump. Blue Diver pumps rely on flow to cool the pump, and must never be run dry or dead headed.
- **Never use the power cable to lift the pump.**
- **Dry operation or closed valve operation of the pump causes irreparable damage to the mechanical seal and will cause premature failure.**
- Check & Relief Assembly must be used on Blue Diver 1200. **Waranty is VOID if installed without this assembly.**



#### 8 Cleaning The Blue Diver Filter (Ref. Fig. 7.3A)

- Remove the 8 screws (item 19, Fig. 7.3A) in the pump base (item 20).
- Remove the base (item 20) and the filter (item 21).
- Clean filter thoroughly and reverse steps above to re-assemble.



9 Electrical Connection



Caution! Always follow the safety regulations.

9.1 Electrical Warnings



*All electrical work should be performed by a qualified electrician in accordance with the latest edition of the National Electrical Code, local codes and regulations.*

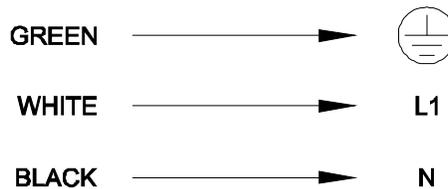


Ensure that the mains voltage is the same as the value shown on the motor plate. A faulty motor or winding can cause electrical shock that could be fatal, whether touched directly or conducted through standing water. For this reason, proper grounding of the pump to the power supply's grounding terminal is required for safe installations, the above-ground metal plumbing should be connected to the power supply as a ground as described in Article 250-80 of the National Electrical Code or Section 26-954 of the Canadian.

9.2 Single Phase Wiring Diagram

Connect the cable of the single phase pump to the electric panel, ensuring that the following parts correspond:

SINGLE PHASE WIRING DIAGRAM



9.3 Electrical Connection Requirements

- Blue Diver single phase pumps come with a built-in capacitor, for pump starting.
- The pump should be installed with an electric panel guaranteeing the following functions: overload protection, short circuit protection, dry run protection.
- We strongly request the installation of a ground fault interrupter / RCCD-protector, whose current differential operation must not exceed 30mA



## 10 Start Up



**Do not start the pump unless it has been completely submerged in fluid.**

Before start up, the pump must be primed. Prime by means of submerging the entire pump in DEF. This ensures that the mechanical seal is well lubricated, and that the pump immediately discharges fluid.

**Dry operation causes irreparable damage to the mechanical seal.**

- Turn the power supply switch upstream from the pump to position I (ON) and wait until the liquid comes out of the delivery pipe.
- If malfunctions are found, disconnect the pump from the power supply, turning the power supply switch to position 0 (OFF) and consult the section on "TROUBLESHOOTING".
- The pump may be started and stopped manually by means of the isolator switch upstream from the system.

## 11 Precautions

The pump should not be started more than 30 times in one hour so as not to subject the motor to excessive thermal shock. The suction filter in BLUE DIVER pumps must always be present during pump operation. **DANGER OF FROST:** When the pump remains inactive for a long time at temperatures of less than 32°F, the pump body must be completely emptied, to prevent possible cracking of the hydraulic components. This operation is advisable even in the event of prolonged inactivity at normal temperature. When starting after long periods of inactivity, the starting-up operations listed above must be repeated.

## 12 Maintenance & Inspection



In normal operation, the pump does not require any specific maintenance. However, it may be necessary to clean the hydraulic parts when a decrease in performance is observed. **The pump must not be dismantled unless by skilled personnel in possession of the qualifications required by the regulations in force.** In any case, all repairs and maintenance jobs must be carried out only after having disconnected the pump from the power mains.

## 13 Modifications & Spare Parts



**Any modification not authorized beforehand relieves the manufacturer of all responsibility.** All the spare parts used in repairs must be original ones and the accessories must be approved by the manufacturer so as to be able to guarantee maximum safety of the machines and systems in which they may be fitted.

### 13.1 Removal and replacement of parts



**Before beginning any servicing, ensure that the pump is not connected to the power supply.**



14 Troubleshooting



**Before taking any troubleshooting action, disconnect the pump from the power supply. If there is any damage to the power cable or pump, all necessary repairs or replacements must be performed by the manufacturer or his authorized customer support service or an equally qualified party with the manufacturer's permission.**

FAULT	CHECKS (possible cause)	REMEDY
1. The motor does not start and makes no noise.	A. Check the electric connections. B. Check that the motor is live and that the mains voltage corresponds to the voltage on the data plate. C. Check the protection fuses.	C. If they are burnt-out, change them. N.B. If the fault is repeated immediately this means that the motor is short circuiting.
2. The pump does not deliver.	A. The suction filter or the pipes are blocked. B. The impellers are worn or blocked. C. The check valve, if installed on the delivery pipe, is blocked in closed position. D. The fluid level is too low. On starting, the water level must be higher than the filter level. E. The head required is higher than the pump's characteristics.	A. Remove the obstructions, as indicated in the chapter on Warnings (Paragraph 6.4.). B. Change the impellers or remove the obstruction. C. Check good operation of the valve and replace it if necessary.
3. The motor turns with difficulty.	A. Check the voltage which may be insufficient. B. Check whether any moving parts are scraping against fixed parts.	B. See Section 7.3
4. The pump does not deliver.	A. Check that the suction filter is not partially clogged in PULSAR pumps. B. Ensure that the impellers or the delivery pipe are not partly blocked or fouled with scale. C. Ensure that the impellers are not worn. D. Ensure that the check valve (if fitted) is not partly clogged.	A. Remove any obstructions, as indicated in the chapter on Warnings (Paragraph 6.5.). B. Remove any obstructions. C. Change the impellers. D. Accurately clean the check valve.
5. The overload protection device stops the pump.	A. Ensure that the fluid to be pumped is not too dense because it would cause overheating of the motor. B. Ensure that the water temperature is not too high (see liquid temperature range). C. The pump is partly blocked by impurities. D. The pump is mechanically blocked.	C. Accurately clean the pump. D. Check for the occurrence of rubbing between moving and fixed parts;



15	Parts Listing	
	Description	Part Number
	Blue Diver Model 750	60119844
	Blue Diver Model 1000	60119849
	Blue Diver Model 1200	60119850
	Bypass Assembly with Check Valve (for Blue Diver 1200 Only)	60119854
	Check Valve, 1-1/2" NPT SS	CVSE150

Contact OEC Fluid Handling, Inc. for current pricing and availability (1-800-500-9311).

**16 Warranty**

DAB Water Technologies will provide a warranty to the original purchaser of the product. A valid warranty will fall within the warranty period shown below.

Product	Warranty Period
DEF (Diesel Exhaust Fluid) Handling Systems Products:	
DAB Jet Inox SS 50 115/230v 60Hz.	Product is warranted 18 months from date of installation, or 24 months from date of manufacture.
Leader US Bluediver 115v 60 Hz.	Product is warranted 18 months from date of installation, or 24 months from date of manufacture.

Our Warranty will not apply to any product that; in our sole judgment, has been subject to negligence, misapplication, improper installation, or improper maintenance.

Any material defects will be corrected during the warranty period established by this Limited Warranty. It is up to the manufacturer to decide whether to repair or replace the faulty pump(s).

The manufacturer's warranty covers all substantial defects attributable to manufacturing or material defects, providing the product has been used correctly and in compliance with the instructions.

The warranty becomes null and void in the event of the following:

- Unauthorized attempts to repair the pump.
- Unauthorized technical changes to the pump.
- Use of non-original spare parts.
- Mishandling

For any action or questions concerning your warranty, you can contact OEC Fluid Handling, Inc. at 1-800-500-9311.





# Certificate of Compliance

**Certificate:** 1807771

**Master Contract:** 190906

**Project:** 2343233

**Date Issued:** October 15, 2010

**Issued to:** DAB Pumps S.p.A.

14 Via Marco Polo  
Mestrino, Padova 35035  
Italy  
Attention: Pillon Gabriele

*The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US or with adjacent indicator 'US' for US only or without either indicator for Canada only.*



*Scott Hall*

Issued by: Scott Hall

## PRODUCTS

CLASS 3851 01 - LIQUID PUMPS

CLASS 3851 81 - LIQUID PUMPS - Certified to US Standards

## PART A

Submersible Utility Pumps, cord connected, with or without float switch, Models:

- Deep 750, 750A, EcoDriver 750, 750A, US Blue Driver 750, rated 115V, 60Hz, 5.5A, 750W.
- Deep 1000, 1000A, EcoDriver 1000, 1000A, US Blue Driver 1000, rated 115V, 60Hz, 8.4A, 900W.
- Deep 1200, 1200A, EcoDriver 1200, 1200A, US Blue Driver 1200, Rainwater Technology Multi-Stage Submersible Pump, rated 115V, 60Hz, 9.8A, 1100W.

## PART B

Jet Pumps, cord connected, Models:

- Amica 110, Ecojet 110, Ecojet 110J, InoxJet 110, Garden 750, Garden Inox 750, rated 115V, 60Hz, 8.0A, 800W.
- Amica 120, Ecojet 120, Ecojet 120J, InoxJet 120, Garden 1000, Garden Inox 1000, rated 115V, 60Hz, 10.0A, 1000W.
- Amica 130, Ecojet 130, Ecojet 130J, InoxJet 130, Garden 1250, Garden Inox 1250, rated 115V, 60Hz, 13.0A, 1250W.

**PROFESSIONAL SERVICES AGREEMENT #21-005**

between

**SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY**

and

**[CONTRACTOR]**

This Agreement is made and entered into as of \_\_\_\_\_ (Effective Date), by and between the San Francisco Bay Area Water Emergency Transportation Authority, (WETA) and \_\_\_\_\_ (Contractor). For purposes of this Agreement, WETA and the Contractor may be referred to individually as a "Party" or together, as "Parties."

**RECITALS**

**WHEREAS**, WETA desires Contractor to furnish electrical system work to support a new 5,000 gallon DEF tank, as described in the Scope of Services, a copy of which is attached and incorporated as Exhibit A; and

**WHEREAS**, the Contractor desires to provide such services, has represented that it is qualified to perform such services, and has submitted a written quotation, dated **[DATE]**, a copy of which is attached and incorporated as Exhibit B.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:****1. RENDITION OF SERVICES**

The Contractor agrees to provide professional services to WETA in accordance with the terms and conditions of this Agreement. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**2. SCOPE OF SERVICES**

The scope of the Contractor's services is as set forth in Exhibit A. The Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to WETA, the work described in this Agreement, and in any properly approved change orders or amendments.

**3. TIME OF PERFORMANCE**

The Contractor must commence work upon the WETA's issuance of a written notice to proceed, and unless the Agreement is terminated sooner pursuant to Section 21, must complete all work by June 30, 2021.

**4. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that **[CONTRACTOR'S PROJECT MANAGER]**, will serve as the primary staff

person of the Contractor to undertake, render and oversee all of the services under this Agreement (Key Personnel) **[INSERT OTHER KEY PERSONNEL IF NECESSARY]**. The Contractor may not reassign Key Personnel or assign another resource to the Key Personnel role until and unless WETA, in its sole discretion, approves a replacement in writing. WETA reserves the right to direct the removal of any personnel, including but not limited to Key Personnel, when in WETA's opinion the individual's performance is unsatisfactory. Replacement of personnel will not excuse the Contractor from compliance with all of the requirements of this Agreement, including any schedule.

**5. COMPENSATION**

The Contractor agrees to perform the services set forth in Section 2 for the Total Contract Price of **[PRICE]** in accordance with Exhibits A and B. This Total Contract Price amount includes all labor, materials, taxes, overhead, insurance, travel expenses, employee benefits, profit, and other costs and expenses incurred by the Contractor. WETA will pay the Contractor in accordance with Section 6.

**6. MANNER OF PAYMENT**

WETA will compensate the Contractor based on the milestones set forth herein.

<b>Milestone</b>	<b>Amount</b>
Mobilization	15% of Total Contract Price
WETA approval of shop drawings	15% of Total Contract Price
Electrical installations 50% complete	30% of Total Contract Price
Electrical installations 100% complete	30% of Total Contract Price
Complete testing and commissioning	10% of Total Contract Price

The Contractor may submit invoices on a monthly basis for each complete calendar month. The Contractor must submit invoices to WETA as soon as possible but no later than 30 days after the end of each month. All invoices must include the contract number, the milestone for which the Contractor is requesting payment, the full name, phone number, and email of the person to contact with invoice questions.

WETA will endeavor to pay approved invoices within thirty (30) days of their receipt. If WETA objects to any invoice submitted by the Contractor, WETA will so advise the Contractor in writing giving reasons for its objection. If any invoice submitted by the Contractor is disputed by WETA, only that portion so disputed may be withheld from payment and the Contractor must continue to perform diligently during the pendency of any dispute resolution process that may ensue.

PDF invoices should be emailed to the WETA project manager, Marty Robbins, [robbins@sanfranciscobayferry.com](mailto:robbins@sanfranciscobayferry.com) with cc: to [payables@watertransit.org](mailto:payables@watertransit.org). No hard copy invoices are required if WETA acknowledges receipt of the email invoice.

**7. COMPONENT PARTS OF THE AGREEMENT**

This Agreement consists of the following documents, all of which are incorporated into the Agreement by this reference. In the event of any conflict of inconsistency between the following documents, they are listed in order of precedence:

- (a) This Agreement
- (b) Exhibit A, Scope of Work
- (c) Exhibit B, Contractor's Quotation, as accepted by WETA
- (d) Exhibit C, Insurance Requirements
- (e) Exhibit D, DBE/SBE Forms

**8. NOTICES**

All communications relating to the day-to-day activities of the project will be exchanged between WETA's Project Manager for this work Martin Robbins (email at [robbins@sanfranciscobayferry.com](mailto:robbins@sanfranciscobayferry.com) and phone number (415) 726-0356) and the Contractor's **[CONTRACTOR'S DESIGNATED REPRESENTATIVE]**.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto will be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to WETA: San Francisco Bay Area Water Emergency Transportation Authority  
Attn: Tim Hanners  
9 Pier, Suite 111  
San Francisco, CA 94111

If to the Contractor: **[CONTRACTOR'S POC and ADDRESS]**

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**9. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Contractor will be and are the property of WETA. WETA will be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work must be immediately delivered to WETA. If any materials are lost, damaged or destroyed before final delivery to WETA, the Contractor must replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to WETA. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

The Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

**10. CONFIDENTIALITY**

Any WETA materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement must be held in confidence by the Contractor, who must exercise all reasonable precautions to prevent the disclosure of such materials to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Contractor, its employees, subcontractors, and agents may not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of WETA.

**11. USE OF SUBCONTRACTORS**

The Contractor may not subcontract any services to be performed by it under this Agreement without the prior written approval of WETA. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement. The Contractor will be solely responsible for reimbursing any subcontractors, and WETA will have no obligation to them.

**12. CHANGES**

WETA may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation set forth in Section 5 or in the time of required performance as set forth in Section 3, or both.

In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, the Contractor must so advise WETA immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and must set forth the proposed adjustment in schedule or compensation. The Contractor must give this notice to WETA prior to performing work or services related to any proposed adjustment. The pertinent changes must be expressed in a written supplement to this Agreement prior to implementation of such changes.

**13. RESPONSIBILITY; INDEMNIFICATION**

To the maximum extent allowable by law, the Contractor must indemnify, keep and save harmless WETA and its respective directors, officers, agents, and employees against any and all suits, claims, or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, including without limitation any unlawful handling, use, storage, transportation, release or disposal of hazardous or nonhazardous chemicals, substances, materials or wastes, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to WETA in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any Indemnitee in any such action, the Contractor must, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

**14. INSURANCE**

The Contractor is required to procure and maintain at its sole cost and expense the insurance coverage listed in Exhibit C.

**15. CONTRACTOR'S STATUS**

Neither the Contractor nor any party contracting with the Contractor are deemed to be an agent or employee of WETA. The Contractor is and will be an independent contractor, and the legal relationship of any person performing services for the Contractor is one solely between that person and the Contractor.

**16. ASSIGNMENT**

The Contractor may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of WETA.

**17. WARRANTY AND PROCEDURE/PERFORMANCE GUARANTY**

All work performed by the Contractor shall be warranted to be free of material and workmanship defects for a period of one calendar year from the date of completion.

**18. WETA WARRANTIES**

WETA makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**19. WETA REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the WETA Board of Directors, the WETA Executive Director, or such person or persons as she may designate in writing from time to time, represents and acts for WETA.

**20. DISPUTE RESOLUTION**

WETA and the Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by WETA, the Contractor must continue performance under this Agreement while matters in dispute are being resolved. The Contractor must file a government claim in accordance with Government Code Section 900 et seq. prior to initiating any civil action. The Superior Court of California, County of San Francisco and the United States District Court for the Northern District of California have exclusive jurisdiction over any disputes arising out of this Agreement.

**21. TERMINATION**

WETA has the right to terminate this Agreement at any time for cause or for convenience (including, but not limited to, for non-appropriation of funds) by giving written notice to the Contractor. Upon receipt of such notice, the Contractor must not commit itself to any further expenditure of time or resources. If the Agreement is terminated for any reason other than a breach or default by the Contractor, WETA will pay the Contractor all sums actually due and owing from WETA for all services performed and all expenses incurred up to the day written notice of termination is given, in accordance with the provisions of Sections 5 and 6, plus any costs reasonably and necessary incurred by the Contractor to effect such termination.

If the Agreement is terminated for breach or default, WETA will provide the Contractor a reasonable opportunity to cure any breach or default prior to termination. If the Agreement is terminated for breach or default, WETA will pay the Contractor an amount to cover only those services actually performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The Contractor must reasonably cooperate with a transition to another service provider in the event of any termination. A failure to so cooperate is a basis for converting a termination for convenience into a termination for default. Upon termination for any reason, the Contractor must transfer title to WETA (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by WETA the work in progress, completed work, and all other material produced as a part of, or acquired in respect of the performance. All data, work in process, completed work, and other material produced as a part of, or acquired in respect of the performance, whether complete or incomplete, must be delivered promptly to WETA in native format, or other such format as instructed by WETA.

In the event of termination, WETA will not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Agreement.

**22. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All of the Contractor's and its subconsultant's costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its subconsultants must permit WETA, the State Auditor, the FTA Administer and the Comptroller General of the United States, and their authorized representatives to audit, inspect, examine, make excerpts from, transcribe, and copy the Contractor's books, work, documents, papers, materials, payrolls records, accounts and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor must also provide such assistance

as may be required in the course of such audit. The Contractor must retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain the same until WETA, the State Auditor, the FTA Administer and the Comptroller General of the United States or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

If, as a result of the audit, WETA's auditor or staff, the State Auditor, the FTA Administer or the Comptroller General of the United States determines that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse WETA for those costs within sixty (60) days of written notification by WETA.

**23. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**24. NON-DISCRIMINATION ASSURANCE**

The Contractor will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as WETA deems appropriate.

During the performance of this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin,

physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

## **25. FEDERAL REQUIREMENTS**

### **A. FLY AMERICA REQUIREMENTS.**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

### **B. ENERGY CONSERVATION.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 U.S.C. §§ 6321 et seq.

### **C. FEDERAL CHANGES.**

The Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (28) dated February 9, 2021) between WETA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply constitutes a material breach of this Agreement.

### **D. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

WETA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and is not subject to any obligations or

liabilities to WETA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause may not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

**E. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses may not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

**F. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**

This contract is a covered transaction for purposes of 49 CFR Part 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 180.995, or affiliates, as defined at 49 CFR 180.905, are excluded or disqualified as defined at 49 CFR 180.940 and 180.935.

The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into. The Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by WETA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to WETA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**G. CIVIL RIGHTS REQUIREMENTS.**

The following requirements apply to the underlying contract:

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**I. RECYCLED PRODUCTS.**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor may not perform any act, fail to perform any act, or refuse to comply with any WETA requests which would cause WETA to be in violation of the FTA terms and conditions.

**L. DIVERSITY PROGRAM FOR CONTRACTS**

WETA is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in WETA contracting opportunities in accordance with 49 CFR Part 26, as may be amended (DBE Program). The DBE Program is incorporated by this reference and is available at:

[https://weta.sanfranciscobayferry.com/sites/weta/files/weta-public/dbe/2022/WETADiversityProgramforContractsAugust2016\\_Final.pdf](https://weta.sanfranciscobayferry.com/sites/weta/files/weta-public/dbe/2022/WETADiversityProgramforContractsAugust2016_Final.pdf)

It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation (U.S. DOT) and to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to WETA's construction, procurement and professional services activities. To this end, WETA has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs and SBEs to develop and compete successfully outside the DBE Program. In connection with the performance of the Contract, the Contractor will cooperate with WETA in meeting these commitments and objectives. There is no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this project.

Contract Assurance

Pursuant to 49 C.F.R. §26.13, and as a material term of any agreement with WETA, the Contractor hereby makes the following assurance and agrees to include this assurance in

any agreements it makes with subcontractors or subconsultants in the performance of this contract:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT–assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

#### DBE Reporting Requirements

During the contract term, the Contractor must submit WETA Form 6 and WETA Form 7, as applicable, in accordance with instructions provided by WETA.

The Contractor must maintain records of all DBE/SBE participation in the performance of this contract, including subcontracts entered into with certified DBEs/SBEs and all materials purchased from certified DBEs/SBEs. The Contractor and any certified DBE/SBE subcontractor/subconsultant must maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of WETA.

The Contractor must promptly notify WETA whenever a DBE/SBE subcontractor performing work related to this contract is terminated or fails to complete its work. WETA reserves the right to require the Contractor or its subcontractors to provide additional information related to DBE/SBE participation.

#### Prompt Payment Requirements

The Contractor is required to pay its subcontractors for satisfactory performance of work related to this contract no later than 30 days after the Contractor receives payment for that work from WETA. In addition, the Contractor is required to pay all retainage owed to subcontractors for satisfactory completion of work no later than 30 days after the Contractor's receipt of payment for that work from WETA.

## **26. CONFLICT OF INTEREST**

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a consultant of WETA is subject to the same conflict of interest prohibitions that govern WETA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, the Contractor and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Contractor may be required to publicly disclose financial interests under WETA's Conflict of Interest Code. Upon receipt, the Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by WETA.

No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the Contractor by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Contractor must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The Contractor may not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Contractor immediately must provide WETA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, WETA becomes aware of an organizational conflict of interest in connection with the Contractor's performance of the work hereunder, WETA will similarly notify the Contractor. In the event a conflict is presented, whether disclosed by the Contractor or discovered by WETA, WETA will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. WETA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the Contractor must maintain lists of its employees, and the subcontractors and independent consultant used and their employees. The Contractor must provide this information to WETA upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. The Contractor must retain this record for five years after WETA makes final payment under this Agreement. Such lists may be published as part of future WETA solicitations.

The Contractor must maintain written policies prohibiting organizational conflicts of interest and must ensure that its employees are fully familiar with these policies. The Contractor

must monitor and enforce these policies and must require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this Section may subject the Contractor to damages incurred by WETA in addressing organizational conflicts that arise out of work performed by the Contractor, or to termination of this Agreement for breach.

**27. HAZARDOUS CHEMICALS OR WASTES**

For the purposes of this Section only, the term "claims" includes (a) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (b) any claim, cause of action, or administrative or judicial proceeding brought against WETA, its directors, agents or employees, or for any loss, cost (including reasonable attorney's fees), damage, or liability, sustained or suffered by any person or entity, including WETA. The Contractor will bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals, substances or wastes during the course of performance of this Agreement. The Contractor must immediately report any such release to Tim Hanners. The Contractor will be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against WETA by any agency as a result of such release and will hold harmless, indemnify, and defend WETA from any claims arising from such release.

If the performance of this Agreement creates any hazardous wastes, those wastes will be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor will dispose of the wastes under its own EPA generator number. In no event will WETA be identified as the generator. The Contractor must notify Tim Hanners of any such hazardous wastes and WETA reserves the right to a copy of any test conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor will hold harmless, indemnify, and defend WETA from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.

**28. PUBLICITY**

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

**29. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.

**30. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement may not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**31. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**32. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**33. COMPLIANCE WITH LAWS**

The Contractor and its employees, agents, and subconsultants performing the services under this Agreement must at all times comply with all applicable local, state, federal laws, ordinances, statutes, and regulations in effect at the time Services under this Agreement are performed. The Contractor must indemnify, defend, and hold harmless WETA from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure to so comply. This indemnification survives the termination or expiration of the Agreement.

**34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

**35. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**36. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including all components listed in Section 7, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**CONTRACTOR\*:**

**WETA:**

SAN FRANCISCO BAY AREA WATER  
EMERGENCY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Name: Seamus Murphy

Title: \_\_\_\_\_

Title: Executive Director

Approved as to form:

\_\_\_\_\_

Legal Counsel to WETA

*\* This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

**SAN FRANCISCO BAY AREA  
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)  
REQUEST FOR QUOTATIONS FOR ELECTRICAL SYSTEM WORK TO SUPPORT  
NEW 5,000 GALLON DIESEL EXHAUST FLUID (DEF) TANK**

**PRIME CONTRACTOR/CONSULTANT AND  
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT**

**Section A: Prime Consultant/Contractor (Offerer) Information:**

1. RFQ # and Name: \_\_\_\_\_
2. Offerer's Name: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Phone: \_\_\_\_\_ Email: \_\_\_\_\_
5. Owner or Contact Person: \_\_\_\_\_
6. Title: \_\_\_\_\_
7. Offerer NAICS Codes: \_\_\_\_\_
8. Is your firm a Small Business Enterprise (SBE)?:     Yes     No
9. If your firm is a DBE or SBE please list certification type or No. and Certifying Agency:  
\_\_\_\_\_
10. If your firm is an SBE, please read and fill out, if applicable, the SBE Affidavit of Size form and attach a copy of your firm's certification.
11. Age of your firm: \_\_\_\_\_
12. Annual Gross Receipts (please check one):  
Below \$500K: \_\_\_\_\_ \$500K-\$1M: \_\_\_\_\_ \$1M-\$4M: \_\_\_\_\_ \$6M-\$13M: \_\_\_\_\_ Above \$13M: \_\_\_\_\_

**Section B: Subcontractor/Subconsultant/Suppliers Information**

You must include the DBE/SBE certification number in column 7 for each DBE/SBE subcontractor listed, and if applicable fill out SBE Affidavit of Size form included in proposal document. Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above. Offerors MUST provide the following information on ALL subcontractors/subconsultants/ suppliers that provided Offeror a bid, quote, or proposal for work, services or supplies associated with this RFQ pursuant to Authority's sub-proposal reporting requirements. Include all sub-proposal acceptance(s) AND rejection(s). Please carefully read all instructions on page 5.

DBE/SBE PARTICIPATION									
1. Subcontractor/ Subconsultant/ Supplier	2. Annual Gross Receipts (check one)	3. Contractor's License No. (if applicable)	4. Certified DBE (Yes/No)	5. Certified SBE (Yes/No)	6. DBE/SBE Certifying Agency	7. DBE Certification No. &/or SBE Type	8. Describe Work or Type of Materials/Supplies <b>and list NAICS Codes</b>	9. Proposal Accepted (Yes/No)	10. Percentage of Contract Participation
Name:	Below \$500K								
Address:	\$500K-\$1M								
	\$1M-\$4M								
Contact Person:	\$4M-\$6M						NAICS Codes:		
Phone:	\$6M-\$13M								
Email:	Above \$13M								
Age of Firm:									
Name:	Below \$500K								
Address:	\$500K-\$1M								
	\$1M-\$4M								
Contact Person:	\$4M-\$6M						NAICS Codes:		
Phone:	\$6M-\$13M								
Email:	Above \$13M								
Age of Firm:									
Name:	Below \$500K								
Address:	\$500K-\$1M								
	\$1M-\$4M								
Contact Person:	\$4M-\$6M						NAICS Codes:		
Phone:	\$6M-\$13M								
Email:	Above \$13M								
Age of Firm:									

DBE/SBE PARTICIPATION										
1. Subcontractor/ Subconsultant/ Supplier	2. Annual Gross Receipts (check one)		3. Contractor's License No. (if applicable)	4. Certified DBE (Yes/No)	5. Certified SBE (Yes/No)	6. DBE/SBE Certifying Agency	7. DBE Certification No. &/or SBE Type	8. Describe Work or Type of Materials/Supplies <b>and list NAICS Codes</b>	9. Proposal Accepted (Yes/No)	10. Percentage of Contract Participation
Name:	Below \$500K									
Address:	\$500K-\$1M									
	\$1M-\$4M									
Contact Person:	\$4M-\$6M						NAICS Codes:			
Phone:	\$6M-\$13M									
Email:	Above \$13M									
Age of Firm:										
Name:	Below \$500K									
Address:	\$500K-\$1M									
	\$1M-\$4M									
Contact Person:	\$4M-\$6M						NAICS Codes:			
Phone:	\$6M-\$13M									
Email:	Above \$13M									
Age of Firm:										
Name:	Below \$500K									
Address:	\$500K-\$1M									
	\$1M-\$4M									
Contact Person:	\$4M-\$6M						NAICS Codes:			
Phone:	\$6M-\$13M									
Email:	Above \$13M									
Age of Firm:										

**ATTACH ADDITIONAL SHEETS AS NECESSARY.**

11. DBE Participation: \_\_\_\_\_ = % Bidder's DBE Participation

12. SBE Participation: \_\_\_\_\_ = % Bidder's SBE Participation

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose sub-proposal was accepted conditioned upon execution of a Contract with the San Francisco Bay Area Water Emergency Transportation Authority. I certify under penalty of perjury that the information included on this form is accurate and true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

**HOW TO FILL OUT PRIME CONTRACTOR/CONSULTANT AND  
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT FORM**

**Section A: Prime Consultant/Contractor Information:**

1. RFQ/RFP # and Name: Insert name of WETA Request for Proposals/Qualifications (RFP/RFQ) or Invitation for Bids (IFB)
2. Offerer's Name: Insert company name.
3. Address: Insert address of company.
4. Phone & Email: Insert phone number and email address of person responsible for filling out information contained in this form.
5. Owner or Contact Person: Insert contact name for the prime contractor.
6. Title: Insert title of person listed in #5.
7. Prime Consultant/Contractor NAICS Codes: List the North American Industry Classification System Code(s) for work performed by the Prime. Codes can be found at [www.census.gov/naics](http://www.census.gov/naics).
8. Is your firm a Small Business Enterprise (SBE)?: Indicate, by checkmark, if your firm is a Small Business Enterprise as defined in the attached description of WETA's SBE Program Eligibility. Please see instructions for Section B #7, below, for SBE Certifications accepted by WETA.
9. If your firm is a DBE or SBE list certification type or No. and Certifying Agency: For DBE firms list the certification number provided by the California Unified Certification Program and the certifying agency. For SBE firms please list the type of certification (e.g. SDBE, SWBE, SB, MB, SBA, SBE/MBE/WBE) and the certifying agency. Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.
10. If your firm is an SBE, read and fill out, if applicable, the SBE Affidavit of Size form included in this RFQ/RFP and attach a copy of your firm's certification.
11. Age of your firm: Provide the number of years your firm has been in business.
12. Annual Gross Receipts: Indicate, by checkmark, the range of annual gross receipt your firm receives.

## Section B: Subcontractor/Subconsultant/Suppliers Information

PLEASE NOTE THE IMPORTANT REQUIREMENTS BELOW:

Offerers MUST provide the following information on ALL subcontractors/subconsultants/suppliers that provided Offerer a bid, quote, or proposal for work, services or supplies associated with this RFQ pursuant to WETA's sub-proposal reporting requirements. This information shall be provided for all sub-proposers regardless of tier for DBEs, SBEs, non-DBEs and non-SBEs. Include all sub-proposal acceptance(s) AND rejection(s).

Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

1. Insert the name, address, contact person, phone number, email address and age of firm for each subcontractor, subconsultant, or supplier.
2. Annual Gross Receipts: Indicate, by checkmark, the range of the firm's annual gross receipts.
3. Contractor's License No.: If applicable, insert the contractor's license number.
4. Certified DBE (Yes/No): Indicate if the firm is a certified DBE firm accepted by WETA. WETA accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP), go to [www.californiaucp.org](http://www.californiaucp.org) for further information. Do not indicate more than one "Yes" for alternative subcontractors/subconsultants for the same work.
5. Certified SBE (Yes/No): Indicate if the firm is a certified SBE accepted by WETA. Please see WETA's SBE Program Eligibility description on the following pages for more information on certification types accepted and other requirements. A copy of SBE certification and, if applicable, SBE Affidavit of Size must be attached to your submittal.
6. DBE/SBE Certifying Agency: If you marked yes as a Certified DBE or SBE, note which agency your certification letter is from—BART, SFMTA, SamTrans etc.
7. DBE Certification No. & Type / SBE Type: If you marked yes as a Certified DBE, please provide the CUCP Certification Number AND the number corresponding to the type of DBE as follows: 1. African-American, 2. Hispanic, 3. Native American, 4. Asian-Pacific, 5. Asian-Indian, 6. Female-Woman, 7. Other. If you marked yes as a Certified SBE please list the type of certification (e.g. SMBE, SWBE, SB, MB, SBA, SBE/MBE/WBE). Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.
8. Describe Work or Type of Materials/Supplies and list NAICS Codes: DBE/SBE participation includes that portion of the work actually performed by a certified DBE/SBE with its own forces. For example, for DBE supplier, count 60% of the costs of materials and supplies. List the North American Industry Classification System Code(s) for the work to be performed by the Subcontractor/Subconsultant/Supplier. Codes can be found at [www.census.gov/naics](http://www.census.gov/naics).
9. Proposal Accepted (Yes/No): Indicate if the subcontractor/subconsultant/supplier's proposal has been accepted. If yes, please attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

10. Percentage of Contract Participation: Insert the percentage of the prime contract participation for each subcontract. Prime consultant/contractor understands that the percentage of contract participation from DBE or SBE firms listed on this form is a firm commitment and will become a condition of the contract should it be awarded.

11. DBE Participation: Insert the sum of column 10 for each DBE listed.

12. SBE Participation: Insert the sum of column 10 for each SBE listed.

Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.

**SAN FRANCISCO BAY AREA  
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)**

**SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE**

- SMBE/SWBE Certification by a state other than California, provided that your firm’s average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SB Certification by the California Department of General Services (DGS), provided that your firm’s average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBA 8(a) Certification by the Small Business Administration provided that your firm’s average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBE/MBE/WBE Certification by any California county or local government-certifying agency or out-of-state government-certifying agency, provided that your firm’s average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_(Title)

and duly authorized representative of \_\_\_\_\_  
(Name of Firm)

whose address is \_\_\_\_\_

and whose phone number is \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that the firm is a Small Business Enterprise (SBE) in accordance with the San Francisco Bay Area Water Emergency Transportation Authority (WETA) standards as defined in its Diversity Program for Contracts. The firm is certified as of the date that the WETA receives the bid/proposal for:

\_\_\_\_\_(RFP/RFQ Name)

and I will provide the certification to document this fact with this enclosure.

Affiant’s Signature \_\_\_\_\_

State of California, County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_, by \_\_\_\_\_

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_ Notary Public

**SAN FRANCISCO BAY AREA  
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)**

**DESCRIPTION OF THE SELECTION PROCESS OF  
SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS**

Offerer's Name: \_\_\_\_\_

RFP# and Name: \_\_\_\_\_

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

Is your firm a Disadvantaged Business Enterprise?  Yes  No

Owner of Contact Person: \_\_\_\_\_

Phone: (        ) \_\_\_\_\_ Fax: (        ) \_\_\_\_\_

**Instructions:**

Offerer MUST provide the following information on ALL subcontractors/subconsultants/suppliers that provided Offerer a bid, quote, or proposal for Work, services or supplies associated with this RFP pursuant to the Authority's sub-proposal reporting requirements. This information shall be provided for all sub-proposers regardless of tier for both DBEs and non-DBEs alike. Include all sub-proposal acceptance(s) AND rejection(s). Signature is required on page two of this form.

Offerer: Provide a narrative description of how the Offerer selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-bid meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Selecting portions of the Work that are economically feasible for small businesses, including DBEs.

Example: List items of Work which the Offerer made available to small business concerns, including, where appropriate, any breaking down of the Contract Work items (including those items normally performed by the Offerer with its own forces) into economically feasible units to facilitate small business participation.

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3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

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4. Negotiating in good faith with small business concerns, including DBEs.

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5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting bids from small business concerns and accepting sub-proposals from selected firms.

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- 6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

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- 7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

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- 8. Describe any other steps that the Offerer used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by WETA in evaluating the Offerer's compliance with the RFP requirements.

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Signature of Owner or Authorized Representative

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Title

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Date

**San Francisco Bay Area Water Emergency Transportation Authority**

**Request for Quotations for Electrical System Work to Support  
New 5,000 Gallon DEF Tank  
Contract No. 21-005**

**Issued: February 25, 2021**

**BID FORM**

**Bids & Forms are due 2:00pm local time on April 16, 2021**

<b>Name of Company Bidding</b>	
<b>Address</b>	
<b>Designated Point of Contact</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Total Quotation Price – enter total dollar amount for the electrical system work shown on Line Item 15, Column H on the following page. Pricing must include all costs, fees, and taxes. This dollar amount will serve as the basis for WETA’s contract award determination.</b>	<b>\$ _____</b>
<b>Authorized Signature of Bidder</b>	
<b>Printed Name</b>	
<b>Date</b>	<b>____/____/2021</b>

<b>A Pay Item</b>	<b>B Description</b>	<b>C Material Cost</b>	<b>D Labor Hours</b>	<b>E Direct Labor Cost</b>	<b>F Subcontractor Cost</b>	<b>G Total Direct Cost</b>	<b>H Total Direct Cost w/ O&amp;P</b>
1	Design Work & Shop Drawings						
2	Purchase Materials						
3	Mobilize to the Work Site						
4	Work Space Preparation, Marine Chemist, Safety, etc.						
5	Provide Watertight Deck and Bulkhead (MCT) Penetrations as Required for Electrical and Mechanical Systems						
6	Install Electrical Power to Submersible DEF Pump						
7	Install DEF Pump Control Panel in the Pump Room Serving Berth #1						
8	Install DEF Pump Control Panel at Berth #2						
9	Install DEF Pump Control Panel at Berth #3						
10	Install DEF Pump Control Panel at Berth #4/6 FWD						
11	Install DEF Pump Control Panel at Berth #4/6 AFT						
12	Test and Commission System Including Liaison with Mechanical Contractor						
13	Provide spare components per Exhibit A, Paragraph 14						
14	Demobilize from the Work Site						
<b>15</b>	<b>Total for Each Column</b>						

Note: Line Item 15, Column H should equal the total pricing as quoted.

**EXHIBIT E****INSURANCE REQUIREMENTS FOR CONTRACTOR**

CONTRACTOR shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, its agents, representatives, or employees or SUBCONTRACTORS:

**INSURANCE REQUIREMENTS****PART 1 - INSURANCE REQUIREMENTS****1.01 GENERAL**

A. Any person, firm or corporation CONTRACTOR authorizes to work upon the Property, including any SUBCONTRACTOR, shall be deemed to be CONTRACTOR's agent and shall be subject to all the applicable terms of this Section. Prior to entry upon the Property by such agents, CONTRACTOR shall provide WETA with satisfactory evidence (e.g., in the form of a Certificate of Insurance) that it and its SUBCONTRACTORS or other agents who will perform work under this agreement are insured in accordance with the following. Such insurance shall remain in effect throughout the term of this Agreement and shall be at the sole cost and expense of CONTRACTOR (or its agents or SUBCONTRACTORS).

**1.02 WORKERS' COMPENSATION COVERAGE**

A. CONTRACTOR shall at its own cost and expense procure and maintain Workers' Compensation coverage to its employees, as required by the California Labor Code including Longshoreman's and Harbor Workers Act Insurance, in compliance with the laws of the State of California, and Federal laws where applicable. The CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of One Million Dollars (\$1,000,000) for each disease or occurrence, with a policy limit of One Million Dollars (\$1,000,000).

B. The policy shall contain a waiver of subrogation in favor of WETA and its respective officers, directors, employees, volunteers and agents while acting in such capacity.

C. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide WETA the Designated Representative with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate and policy shall also provide that the CONTRACTOR's policy will not be cancelled without 30 days prior written notice to WETA's Designated Representative.

**1.03 COMMERCIAL GENERAL LIABILITY**

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Commercial General Liability insurance which shall include, as additional insureds, WETA and its respective directors, officers, employees, volunteers and agents while acting in such capacity.

B. The insurance shall provide bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability, personal and advertising injury; explosion, collapse, and underground coverage, products and completed operations, and broad form property damage.

C. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Designated Representative of WETA with a Certificate(s) of Insurance evidencing coverage, and upon request, a certified duplicate original of the policy

D. The policy(ies) shall indicate that it is primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by WETA. The policy shall contain a waiver of subrogation in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity.

E. The policy shall also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of WETA as additional insureds shall not in any way affect WETA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and WETA in the same manner as though a separate policy had been issued to it, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

#### **1.04 BUSINESS AUTOMOBILE LIABILITY**

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from commercial general liability insurance. Such insurance shall include, as additional insureds, WETA and its respective directors, officers, employees, volunteers, and agents while acting in such capacity. Said policy shall contain a waiver of subrogation in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Manager, Operations of WETA with a Certificate(s) of Insurance evidencing coverage, and upon request, a certified duplicate original of the policy.

B. If CONTRACTOR's property is self-insured, CONTRACTOR hereby agrees to waive any subrogation rights it may acquire in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity.

#### **1.05 UMBRELLA COVERAGE**

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Umbrella Liability Insurance coverage of at least \$4 million per occurrence and in the annual aggregate in excess of Commercial General Liability, Business Automobile Liability, Professional Liability, and CONTRACTOR's Pollution Liability Insurance.

#### **1.07 GENERAL INSURANCE REQUIREMENTS**

##### **A. Acceptable Insurance**

1. All policies will be issued by insurers acceptable to WETA (generally with a Best's Rating of A10 or better). Upon evidence of financial capacity satisfactory to WETA, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

2. Prior to commencing work or entering onto the property, CONTRACTOR shall provide WETA's Designated Representative with a Certificate(s) of Insurance evidencing the coverage listed above, and upon

request, a certified duplicate original of the policy(ies). The Certificate shall stipulate that the insurance company(ies) issuing such policy(ies) shall give written notice to the Executive Director or the owner's designated representative of any material alteration or reduction in coverage of aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.

B. Claims-Made Insurance

1. If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

(a) Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent' policies purchased as renewals or replacements).

(b) CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.

(c) If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.

(d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Failure to Procure or Maintain Insurance

1. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

D. Regulatory Compliance

1. In addition to the requirements described above, CONTRACTOR shall comply with any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations. The CONTRACTOR and/or SUBCONTRACTORS shall obtain all permits, licenses and other forms or documentation which are required and forward them with the required evidence of insurance to WETA.

E. Terms of Policies

1. Except as provided in Section 2 concerning claims made insurance policies, all insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from WETA's property, and the work has been formally accepted.

F. Evidence of Insurance

1. The CONTRACTOR shall furnish to WETA Certificates of Insurance or, upon request a certified copy of all policies, for all specified coverages prior to commencing work within ten (10) business days of award of contract. All policies and certificates required hereunder shall provide for thirty (30) days written notice to WETA of cancellation or reduction in limits. The certificates and policies shall also evidence any specific requirements of coverage as set forth in this Section.

G. Reporting of Incidents, Losses or Claims

1. The CONTRACTOR agrees to immediately notify WETA's Manager of Operations, at **(415) 364-3192** following any accident or injury, which occurs in connection with the Work under this AGREEMENT. In addition, the CONTRACTOR shall provide a detailed written report of the accident or injury to WETA within seven (7) days of its occurrence.

**END OF EXHIBIT**