

## GENERAL SERVICE AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **AdEdge Water Technologies, LLC**. ("Consultant").

### RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

### AGREEMENT

1. Scope of Services. Consultant shall perform the Media Replacement Services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated December 12, 2024, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Media Replacement services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than **December 31, 2027**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed **Four Million, one hundred fifty four thousand, seven hundred sixty nine DOLLARS (\$4,154,769)**. This includes the bid amount of \$4,113,633.09 and a 1% contingency of \$41,136.33 (rounded) Payment by City under this Agreement shall not

be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper,

newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder; no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be AdEdge Water Technologies, LLC.. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of

the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Manteca  
   1001 W. Center Street  
   Manteca, CA 95337  
   Attention: Brady DeHart

If to Consultant: AdEdge Water Technologies, LLC.  
2055 Boggs Rd  
Duluth, GA. 30096  
Attention: Tyler Butel

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected

by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

END

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**CONSULTANT:**

\_\_\_\_\_  
Toni Lundgren  
City Manager


Adedge Water Technologies, LLC

\_\_\_\_\_  
*(Type name of Consultant/form of organization)\**

**ATTEST:**

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

By:

  
\_\_\_\_\_  
*(Signature)*  
Antonio Mancini VP Operations Industrial  
Americas

\_\_\_\_\_  
*(Type name and title)*

**COUNTERSIGNED:**

\_\_\_\_\_  
Shay Narayan  
Director of Finance

By:

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type name and title)*

**COUNTERSIGNED:**

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Address: AdEdge Water Technologies, LLC  
2055 Boggs Rd  
Duluth, GA 30096

Telephone: 1-860-929-0915

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniella Green,  
Assistant City Attorney



**ATTACHMENT 1**  
**REQUEST FOR PROPOSAL**

**2024- PW110 Arsenic SORB 33 Media Removal Disposal and Replacement Services was advertised on the City of Manteca Webpage as well as on Beacon Bid.**

**RFP Issue Date: November 6, 2024**

**PROPOSALS CLOSED: 4:00 PM, Thursday, December 12, 2024**



REQUEST FOR PROPOSAL

FOR

Arsenic SORB 33 Media Removal, Disposal and Replacement Services

City of Manteca

Public Works Department, Water Division

RFP Issue Date: November 6, 2024

PROPOSALS DUE:

**4:00 PM, Thursday, December 12, 2024**

City of Manteca Public Works Department

1001 W. Center Street

Manteca, CA. 95337

<https://www.manteca.gov/departments/public-works>

**City of Manteca**  
**Request for Proposal**  
**Arsenic SORB 33 Media Removal, Disposal and Replacement Services**  
**for**  
**Public Works Department, Water Division**  
**TABLE OF CONTENTS**

**SECTION I**

**Introduction**

A. Summary Scope of Work.....	3
B. Location of Work to be Performed.....	3
C. Project Inquiries.....	3
D. Definition of Terminology.....	4

**SECTION II**

**Conditions Governing the Procurement**

A. Sequence of Events .....	5
B. Explanation of Events .....	5
C. General Requirements .....	7
D. Contractor Requirements .....	9

**SECTION III**

**Proposal Submittal, Evaluation and Selection Process**

A. Proposal Content and Format .....	11
B. Proposal Review and Evaluation .....	13
C. Notice of Award/Contract Documents .....	15
D. Protest Procedures .....	15

**APPENDICES**

Appendix A: Scope of Services .....	17
Appendix B: Proposer Information Form .....	20
Appendix C: Insurance Requirements .....	21
Appendix D: Proposal Pricing Form .....	23
Appendix E: Addendum Receipt .....	25
Appendix F: Agreement for Removal, Disposal and Replacement Services.....	26

## SECTION I

### Introduction

The City of Manteca will be accepting proposals from experienced and qualified Contractors to provide SORB33 arsenic media removal, replacement and disposal for the Public Work Department, Water Division. It is the intent of the City of Manteca (hereafter referred to as “City”) to contract for said media removal, replacement and disposal and other related services from a contractor for a term of 3 years, with 2 one-year options to extend awarded contract.

IMPORTANT: You must be a Public Works registered contractor with the DIR prior to submitting a proposal.

#### A. **SUMMARY SCOPE OF WORK**

Proposals shall include all labor, supervision, appropriate equipment, necessary materials, and all other equipment/materials/supplies not specifically provided by the City in accordance with schedule outlined in this RFP. (See **Appendix A** for Full Scope.)

#### B. **LOCATION OF WORK TO BE PERFORMED**

The services will be within the city limits, specifically:

- Well 25 - 1374 Oleander Avenue
- Well 29 - 614 El Portal Avenue
- Well 30 – 1449 Sephos Street
- C.A.T.F. – 480 Moffat Boulevard

Services shall be completed at the request of authorized City personnel. Normal operating hours are from 6:00 a.m. to 4:30 p.m. Monday through Thursday.

#### C. **PROJECT INQUIRIES**

Any inquiries or requests regarding this procurement shall be submitted in writing to the designated City employee listed below. Inquiries and requests made to other City staff will not be responded to. All responses will be in writing and will be distributed to all potential Proposers who receive a copy of this Request for Proposal. The designated contact is:

Brady DeHart, Water Treatment Supervisor  
City of Manteca  
1001 W Center Street, Manteca, CA 95337  
[pwconferencing@manteca.gov](mailto:pwconferencing@manteca.gov)

Please indicate “2024-PW110” in the subject line to insure proper distribution

#### **D. DEFINITION OF TERMINOLOGY**

This paragraph contains definitions that may be used throughout this Request for Proposal (RFP), including appropriate abbreviations:

1. **“AGREEMENT”** shall mean a duly executed and legally binding contract.
2. **“BUSINESS HOURS”** means 6:00 a.m. through 4:30 p.m. Pacific Standard Time.
3. **“CITY”** means City of Manteca, its officers, employees and City Council.
4. **“EVALUATION COMMITTEE”** means a body appointed to perform the evaluation of Proposers. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Proposer whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.
5. **“FINALIST”** is defined as a Proposer who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Proposer for further consideration by the City.
6. **“MINOR TECHNICAL IRREGULARITIES”** means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.
7. **“NOTICE OF AWARD”** shall mean a formal written notice of award of a contract to the Proposer by the City.
8. **“PROCUREMENT”** means the securing or purchase of services described in this RFP.
9. **“PROPOSER”** means any person, firm, business, corporation, or partnership that chooses to submit a proposal.
10. **“REQUEST FOR PROPOSAL”** or **“RFP”** means all documents, including those attached in the Appendices or incorporated by reference, used for soliciting proposals.
11. **“RESPONSIBLE PROPOSER”** means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
12. **“RESPONSIVE PROPOSER”** or **“RESPONSIVE PROPOSAL”** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP.

## SECTION II

### Conditions Governing the Procurement

This section outlines and describes the sequence of events of the Selection Process and specifies the tentative schedule established for this RFP. The City reserves the right to modify this schedule if it is in the best interest of the City to do so. All parties known to have received this RFP will be notified of any significant changes made to the sequence of events and schedule.

#### A. SEQUENCE OF EVENTS

	Event/Action	Responsibility	Date
1.	Distribution of RFP Document	City	November 6, 2024
2.	Deadline to Submit Written Questions	Proposer	November 20, 2024, Before 4:00 p m
3.	Issue Written Response (Addenda) to Questions	City	November 26, 2024
4.	Submission of Proposal	Proposer	December 12, 2024 Before 4:00 p.m.
5.	Conduct Interviews (If Necessary)	City	TBD
6.	Notice of Intent to Award/Contract Documents	City	December 19, 2024
7.	Protest Deadline	Proposer	January 5, 2025
8.	Staff recommendation to City Council and Contract Award	City	Tentatively* January 2025
9.	Contract Work to Begin	City and Proposer	January 2025

#### B. EXPLANATION OF EVENTS

##### 1. Distribution of RFP Document

- i. This RFP is released for distribution on November 6, 2024, by the City in accordance with the provisions of the City's Procurement Policy. A distribution list of those who receive this RFP will be maintained throughout the procurement process and will become part of the procurement file.

2. Deadline to Submit Written Questions.
  - i. Potential Proposers may submit questions in writing to the City employee as listed in Section I. Item C until 4:00p.m. on November 20, 2024. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail to the Proposer distribution list, as well as posted on the City’s webpage. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed.
  
3. Issue Written Response to Questions
  - i. Written responses to written questions will be made distributed on November 26, 2024 to all potential Proposals whose organization name appears on the procurement distribution list. Responses will all be posted on the City’s website at:  
<https://www.manteca.gov/business/request-for-proposals>
  
4. Submission of Proposal
  - i. **PROPOSALS MUST BE HAND DELIVERED OR MAILED IN A SEALED ENVELOPE AND CLEARLY MARKED AS “RFP-PUBLIC WORKS DEPARTMENT, WATER DIVISION (Arsenic SORB33 Media Removal, Disposal and Replacement Services)” AND MUST BE RECEIVED BY THE EMPLOYEE AS LISTED BELOW OR DESIGNEE BY 4:00 P.M. LOCAL TIME ON, December 12, 2024. Proposals received late or submitted by FAX or any other electronic method will not be accepted.** Each PROPOSER must submit one (1) original signed copy and three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive) to:

CITY OF MANTECA City Clerk’s Office  
Brady DeHart, Public Works Water Treatment Supervisor  
1001 W. Center Street  
Manteca, CA 95337

Price Proposals must be submitted on the PROPOSAL PRICING FORM provided (**Attachment D**). All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the PROPOSAL PRICING FORM.

## **C. GENERAL REQUIREMENTS**

The General Requirements section contains specific information about the process, general conditions and instructions that govern this procurement.

1. Acceptance of Conditions Governing the Procurement – Potential Proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.
2. Incurring Cost - Any costs incurred by the Proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
3. Prime Contractor Responsibility - Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with City.
4. Subcontractors/Consent – The use of subcontractors under certain circumstances will be permitted. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the City before any subcontractor is used during the term of this agreement.
5. Amended Proposals - A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City staff will not collate or assemble proposal materials.
6. Right to Reject Proposal – The City reserves the right to reject a proposal from any Proposer who has previously failed to perform properly, has caused the City to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work outlined in this RFP.
7. Proposers Right to Withdraw Proposal – Proposer will be allowed to withdraw their proposal at any time, prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer’s duly authorized representative and addressed to the City employee previously listed in this RFP. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the aforementioned City employee or designee.



8. Disclosure of Proposal Contents - Proposals will be kept confidential until award process is completed by the City. At that time, all proposals and documents pertaining to the proposals will be available to the public, except for material that is clearly marked proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the potential Proposer has stamped or imprinted "proprietary" or "confidential," subject to the following requirements:
  - A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is restricted to:
    - i. confidential financial information concerning the Proposer's organization;
    - ii. data that qualifies as a trade secret in accordance with the Uniform Trade Act;
    - iii. PLEASE NOTE: The City of Manteca is a Public Entity and is required to provide information when a Public Records Act Request is submitted. If such a request is submitted, items not listed above from this proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
  - B. If a request is received for disclosure of data for which a Proposer has made a written request for confidentiality, the CITY shall examine the Proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
  - C. PLEASE NOTE: The cost of services proposed shall not be designated as proprietary or confidential information.
9. No Obligation – This RFP in no manner obligates the CITY to the use of any Proposer's services until a valid written contract is awarded and approved.
10. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when such action is deemed in the best interest of the City.
11. Legal Review – The CITY requires that all Proposers agree to be bound by the General Requirements contained in this RFP. Any Proposer's objections must be

promptly submitted in writing to the attention of the aforementioned Public Works Employee listed in **Section II, Item B, Number 5.**

12. Proposer Qualifications - The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as defined in **Section I, Item D.**
13. Right to Waive Minor Irregularities - The City's Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the City.
14. Change in Contractor Representatives – The CITY reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the CITY, adequately meeting the needs of the CITY.
15. Ownership of Documents – All documents submitted in response to this RFP shall become property of the CITY.

#### **D. CONTRACTOR REQUIREMENTS**

The successful Proposer (Contractor) must obtain the following bonds, licenses, insurance and other requirements:

1. Insurance  
The agreement for this procurement requires that the Contractor procure and maintain, during the life of this contract, insurance coverage of the kinds and in the amounts listed in **Appendix C.** The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of California and shall cover all performance whether completed by the Contractor, the Contractor's employees, or by subcontractors.
2. Licenses  
Any proposer awarded a contract under this solicitation must show proof of having the required Manteca Business License before the contract will be executed. Failure to show such proof within 10 business days of the Proposer being notified of contract award shall result in retraction of such award. There

are no California State Contractors License Board license requirements for this solicitation.

3. Contractor Primary Single Point of Contact

Contractor shall provide a telephone number for reaching the primary contact in the event of an emergency. When the primary contact is unavailable for planned absences, contractor shall provide the name and means to contact the backup single point of contact. In all instances, the primary contact must be reachable after hours.

4. Contractor Hiring Standards

Given that the Contractor employees will have unmonitored access to, and be performing unmonitored services in City facilities, the Contractor is expected to implement comprehensive hiring and screening standards. At a minimum, Contractor shall impose the following hiring standards for any employee provided access to City property or performing any services under this RFP on City property:

- A. Legal right to work in the United States.
- B. Ability to speak, understand, read and write English.
- C. Adequate work and personal references for ability and character.
- D. Negative screening for illegal drugs including marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines.
- E. No convictions of unsuitable offenses (i.e., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions.
- F. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site. Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code

5. Employee Dress & Identification

At all times while on City property in the performance of the duties under this contract, Contractor's employees shall adhere to the following uniform and attire standards:

- a. Wear a uniform, shirt or ID badge that identifies them as employees of the Contractor.
- b. Be appropriately and safely dressed (e.g., no sandals, tank tops, or shirt graphics except for the name or company logo of the contractor).
- c. Maintain a neat, well-groomed and hygienic appearance at all times.

6. Code of Conduct

Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on City property. Certain conduct, including the following, is considered unacceptable and will result in such employee being banned from carrying out further services on City property:

- a. Theft or unauthorized removal of money or property from City, its employees, passengers or anyone else on City property.
- b. Embezzlement, bribery and other similar forms of dishonesty. Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on City property.
- c. Gross negligence, gross carelessness, or willful acts, which result in damage to City employees, its passengers, or City property or equipment.
- d. Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.

## SECTION III

### Proposal Submittal, Evaluation and Selection Process

The Proposer must prepare a technical and a cost proposal for the work to be performed. Proposals must be hand delivered or mailed in a sealed envelope and clearly marked as a response to the RFP. All documents must be received as listed in **Section II Item B, Number 5**. Proposals received late or submitted by FAX or any other electronic method will not be accepted. Each PROPOSER must submit one (1) original signed copy, three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive. The proposal package must contain the following:

#### A. PROPOSAL CONTENT AND FORMAT

The Proposer shall organize and submit their proposal package as follows:

1. Letter of Transmittal, which shall include the following information:
  - a. Name, address, telephone number, e-mail of proposer.
  - b. Name, telephone number and e-mail of primary contact.
  - c. Signature of the officer or employee with authority to bind proposer.
  - d. Date of the proposal.
  - e. A statement that the Proposer, if awarded the contract, will comply with all term and conditions set forth in the RFP.
  - f. A statement that the Proposer will, if not already done, obtain a business license with the City of Manteca prior to start of work, if awarded the Contract.
  - g. A statement that proposal is valid for ninety (90) days after the deadline for submission of proposals.
  
2. Technical Approach to Scope of Services
  - a. One page narrative describing proposer's business philosophy and how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the proposer is required to do; the description of services should indicate "how" the offeror intends to perform the services.
  
3. Experience, Qualifications and References
  - a. One page narrative describing the history of proposer's company and the geographic areas served. Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the proposer is qualified to perform the specific services contained in the RFP.
  - b. One page listing references of at least three (3) projects of similar size and scope of services as this RFP. Include organization name, primary contact name, address and telephone number, time and date of services provided, specific services provided, and dollar values of contract.
  
4. Proposer's Staff
  - a. Identify the individuals by name and title who will be assigned to work specifically on this contract.
  - b. Provide background information on each of the individuals, including experience, training and references.
  - c. Statement certifying that any employee assigned to work specifically in a confidential area (as determined by the City) has or will pass a criminal background check. The Proposer will be responsible for

payment of all background checks and security screenings. This will be listed in the Scope of Work in **Appendix A**.

5. Proposers Information Form – **Appendix B**
6. Cost Proposal Pricing Sheet – **Appendix D**
  - a. The Fee Schedule is not subject to negotiation and must be valid through duration of the contract.
  - b. Proposer Pricing Sheet shall list any and all costs charged by the Proposer for their services for Years 1-3.
  - c. Proposer has an option to submit a price increase for years 4 & 5. The proposed increase must be submitted in writing 90 days prior to agreement expiration. The price increase may not exceed 5%.
  - d. Price Proposals must be submitted on **Appendix D** provided. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Proposal Pricing Sheet.

## **B. PROPOSAL REVIEW AND EVALUATION**

The City will examine all proposals and the Proposer whose proposal is deemed by the Evaluation Committee to have the best overall value and is the most advantageous to the City shall be recommended to the City Manager and/or City Council for Award.

1. Proposals shall be submitted in a timely manner and will be evaluated by an evaluation team to ascertain responsiveness and responsibility to the provisions of this RFP.
2. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected.
3. Determination of Proposer responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project and satisfactory performance in previous contracts
4. The City employee listed in **Section II, Item B, Number 5**, or designee, may initiate discussions with Proposers who submit responsive or potentially responsive proposals for clarifying aspects of the proposal. However,

proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Proposers.

5. The City’s evaluation team will use a Best Value selection process in which proposals will be evaluated by both price and qualitative components, and award of the contract is based on a combination of price and the following qualitative considerations:

Evaluation Criteria	Max Points
<p><b>Company Qualification, Experience &amp; References</b></p> <p>A. Demonstrate that the firm meets all the requirements set forth in Section III.</p> <p>B. Qualifications of firm stability and capacity; References and past history with the City of Manteca.</p>	25
<p><b>Qualifications and Experience of Key Personnel</b></p> <p>A. The professional, technical and managerial qualifications and experience of personnel named in the proposal.</p> <p>B. Previous relevant experience which demonstrates capability to successfully manage work.</p> <ol style="list-style-type: none"> <li>1. Years of Experience</li> <li>2. Extent of experience applicable to this work</li> <li>3. Experience in key staff positions</li> </ol>	25
<p><b>Project Understanding and Management Plan</b></p> <p>A. Approach to the scope of services in Appendix A, Scope of Services</p> <p>B. Quality Assurance System</p>	25
<p><b>Reasonableness of Cost</b></p> <p>This portion of the proposal will be evaluated based on reasonableness of the proposed cost. Costs may be compared to costs The City of Manteca or other comparable public agencies have paid for similar services and to what is considered to be the industry’s standard and customary costs for the services. Proposed costs may also be compared to any independent cost estimates.</p>	25
<b>TOTAL =</b>	<b>100</b>

### **C. NOTICE OF AWARD/CONTRACT DOCUMENTS**

1. The City will send a Notice of Intent to the successful proposer and Contract Documents will be drawn up once the successful proposer responds.
2. The City will have its designee notify all finalists once the Notice of Intent is issued.
3. The contract will be executed as soon as practical after the contract award is approved by City Council (tentatively scheduled for the first Council meeting in January 2025). The City Employee or designee will notify successful proposer in writing after the contract is approved for award and execution.
4. Upon full execution of contract documents and verification of required licenses and certificates, the City and successful Contractor shall work cooperatively to establish a start date and time that is mutually beneficial to both parties. It is the City's intent to enter into a contract with a contractor for a term of between (3) three and (5) five years.

### **D. PROTEST PROCEDURES**

1. In accordance with the City's Procurement Policy, the procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law.
2. The protest shall include, at a minimum, but not be limited to:
  - The name and address of the protesting party and its relationship to the procurement
  - Identity of the contact person for the protestor, including name, title, address, telephone, and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.
  - Identification of the procurement.
  - A description of the nature of the protest, referencing the portion(s) of the solicitation involved.
  - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.



- A complete discussion of the basis for the protest, including all supporting facts, documents or data.
  - A statement of the specific relief requested.
3. Protest Prior to Proposal Opening - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II, Item B, Number 5** within ten (10) working days of the date of bid/proposal submission. The aforementioned employee will respond to all protests within five (5) working days of the date of protest submission. Protests shall be submitted to the following:

Brady DeHart, Water Treatment Supervisor  
City of Manteca c/o City Clerk – time stamp  
Public Works Water Division  
1001 W Center Street, Manteca, CA 95337  
pwconferencing@manteca.gov

Please indicate "2024-PW110" in the subject line to insure proper distribution.

Protest after Proposal Opening/Announcement of Award - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II, Item B, Number 5** within five (5) working days of the announcement of award. The aforementioned employee will respond to all protests within ten (10) days of the date of protest submission

**END**

## Appendix A

### Scope of Services

This appendix describes the scope of services requested in this RFP

#### A. SCOPE OF SERVICES

The scope of work shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

### SPECIFICATIONS

The City of Manteca (City) is soliciting proposals for the replacement of arsenic removal media for four potable water wells. The consultant shall provide all labor, equipment, arsenic adsorbing media, vessel inspection, and expertise required for the successful removal, disposal, and replacement of arsenic adsorbing media from the filter vessels. Bidders should be prepared to enter into a 3-year general service agreement.

#### A. SCOPE OF SERVICES

The Project Description/Scope of Services section must include, at a minimum, the following tasks:

1. Arsenic Treatment Target: Media shall remove arsenic to meet the Arsenic treatment target of 7.0 parts per billion (ppb).
2. Media: The arsenic adsorbing media shall be virgin Bayoxide E33 GFO Media, submit specification sheet of media with submittal.
3. Media Guarantee: Based on the water quality data below, Consultant shall indicate and guarantee the volume of water the Bayoxide E33 GFO Media will successfully treat for each well. Successful treatment is defined as filter effluent arsenic concentration below 7.0 ppb. The water well's constituents are listed in the following tables:

Units: mg/L: milligrams per Liter; ug/L: micrograms per Liter

**Well 30 – 1449 Sephos Street (Well 30 is a new well currently under construction.)**

Constituent	Range	Vessels
Arsenic	As = 29.0 ug/L	2 Vessels @ 10 feet in diameter, 300 cubic feet of virgin SORB 33 media per vessel. Estimated up to two annual change outs
Phosphate (PO <sub>4</sub> )	PO <sub>4</sub> = N/A mg/L	
Vanadium	Vanadium = 22 ug/L	
Silica	Silica = N/A	

The two arsenic filter vessels, SORB33 model # EAS-9014, are 10-foot (ft) diameter. Each of the vessels will be filled with 300-cubic feet (cu-ft) of adsorptive media (Bayoxide E33. (600-cubic ft. total). Flow configuration, Parallel/Bypass.

**Well 29 - 614 El Portal Avenue**

Constituent	Range	Vessels
Arsenic	As = 27.5 ug/L	2 Vessels @ 14 feet in diameter, 400 cubic feet of virgin SORB 33 media per vessel. Estimated up to two annual change outs
Phosphate (PO <sub>4</sub> )	PO <sub>4</sub> = 0.2 mg/L	
Vanadium	Vanadium = 50 ug/L	
Silica	Silica = 51 mg/L	

The two arsenic filter vessels, SORB33 model #EAS-9014, are 14-foot (ft) diameter. Each of the vessels will be filled with 400-cubic feet (cu-ft) of adsorptive media (Bayoxide E33. (800-cubic ft. total). Flow configuration, Parallel/Bypass.

**Well 25 - 1374 Oleander Avenue**

Constituent	Range	Vessels
Arsenic	As = 18 ug/L	2 Vessels @ 14 feet in diameter, 470 cubic feet of virgin SORB 33 media per vessel. Estimated one annual change out.
Phosphate (PO <sub>4</sub> )	PO <sub>4</sub> = 0.08 mg/L	
Vanadium	Vanadium = 38 ug/L	
Silica	Silica = 58 mg/L	

The two arsenic filter vessels, SORB33 model # EAS-9014, are 14-foot (ft) diameter. Each of the vessels will be filled with 470-cubic feet (cu-ft) of adsorptive media (Bayoxide E33), (940-cubic ft. total). Flow configuration, Parallel/Bypass.

**CATF - 480 Moffat Boulevard**

Constituent	Range	Vessels
Arsenic	As = 12 ug/L	3 Vessels @ 14 feet in diameter. 450 cubic feet of virgin SORB 33 media per vessel. Estimated 1 change out every three years.
Phosphate (PO <sub>4</sub> )	PO <sub>4</sub> = 0.01 mg/L	
Vanadium	Vanadium = 35 ug/L	
Silica	Silica = 60 mg/L	

The three arsenic filter vessels, SORB33 model # EAS-9014, are 14-foot (ft) diameter. Each of the vessels will be filled with 450-cubic feet (cu-ft) of adsorptive media (Bayoxide E33), (1353-cubic ft. total). Flow configuration, Parallel/Bypass.

4. Media Delivery and Unloading: The Consultant is responsible for media delivery. The media shall be brought to the site on the first day of work. The City doesn't have a loading dock and will not be storing media for the consultant.
5. Media Disposal: The spent media shall be removed by vacuum method and transported to a Class 1 Landfill for disposal as a hazardous waste, even if the lab tests show the material is not at a hazardous level. The cost for disposal at Class 1 Landfill as a hazardous waste shall be included in the proposal.
6. Vessel Inspection: Following removal of the spent media, the filter shall be visually inspected (interior and exterior) by Consultant staff. If the filters pass inspection, Consultant shall remove existing gaskets and replace with new gaskets, then the filters shall be refilled with virgin media, and backwashed. Consultant shall provide gaskets appropriate for drinking water service meeting the *NSF/ANSI 61-2016 - Drinking Water System Components - Health Effects*, most recent edition.

END

## Appendix B

### Proposer Information Form

#### General Information

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

Business Type:

Corporation (State of Incorporation \_\_\_ )  Partnership

Sole Proprietorship  Other: \_\_\_\_\_

Business Federal Tax ID Number: \_\_\_\_\_

PWCR / DIR Number: \_\_\_\_\_ subcontractor Y/N \_\_\_\_\_

#### Corporate Headquarters

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

#### Local Office (If Applicable)

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

#### Authorizing Contact

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

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

Email: \_\_\_\_\_

#### Primary Contact

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

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

Email: \_\_\_\_\_

**Important! - If you will be using subcontractors, please use this form to attach contact information and PWCR/DIR numbers for each.**

## Appendix C

### Insurance Requirements

#### Insurance Requirements

Prior to execution of the contract, all contractors, and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. Any insurance proceeds available to city in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to the contract are required. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor or service provider or deducted from sums due the contractor, or service provider, at the City's option.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

#### *Commercial General Liability*

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured ***on 2001 or earlier issued endorsement forms***: "City of Manteca, its officers, officials, employees, agents, and volunteers".

#### *Automobile Liability*

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

#### *Worker's Compensation*

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

#### *Professional Liability (Errors and Omissions)*

Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### *Other Insurance Provisions:*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

#### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca.

#### ***Waiver of Subrogation***

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

#### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

#### ***SPECIAL RISKS OR CIRCUMSTANCES***

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

**Appendix D**  
**Proposal Pricing Sheet**

*See next page.*  
*An Excel version can be made available upon request.*





**City of Manteca**  
**Public Works Water Resources Division**  
**Appendix D - Proposal Pricing Sheet**

Include Schedule of Services with proposal

Failure to include in proposal will deem proposal incomplete.

Unit Types: CuFt – Cubic Feet LS – Lump Sum BV – Bed Volume

No	Description	Location	Unit Type	number of units	2025 cost per unit	2025 Total	2026 cost per unit	2026 Total	2027 cost per unit	2027 Total	Extended Price
1	Media delivery	Well 25	CuFt								\$ -
		Well 29	CuFt								\$ -
		Well 30	CuFt								\$ -
		CATF	CuFt								\$ -
2	Vessel Inspection (interior and exterior)	Well 25	LS								\$ -
		Well 29	LS								\$ -
		Well 30	LS								\$ -
		CATF	LS								\$ -
3	Removal of existing gaskets and replacement with new gaskets	Well 25	LS								\$ -
		Well 29	LS								\$ -
		Well 30	LS								\$ -
		CATF	LS								\$ -
4	Removal of spent media as specified with in RFP	Well 25	CuFt								\$ -
		Well 29	CuFt								\$ -
		Well 30	CuFt								\$ -
		CATF	CuFt								\$ -
5	Media transfer and disposal to Class 1 Landfill	Well 25	CuFt								\$ -
		Well 29	CuFt								\$ -
		Well 30	CuFt								\$ -
		CATF	CuFt								\$ -
6	Media placement inside vessels	Well 25	CuFt								\$ -
		Well 29	CuFt								\$ -
		Well 30	CuFt								\$ -
		CATF	CuFt								\$ -
7	Totals	Subtotal by Year									\$ -
		Manteca Sales Tax 8.25% Taxable items only									\$ -
		Totals by Year									\$ -
<b>List prorated cost per unit.</b>											
<b>This will be used in the event your product does not meet its guaranteed volume</b>					<b>Guaranteed Bed Volume</b>	<b>2025 prorated cost per unit</b>	<b>2026 prorated cost per unit</b>	<b>2027 prorated cost per unit</b>			
8	Guaranteed treated bed volumes amount to be credited if actuals fall short	Well 25	BV								\$ -
		Well 29	BV								\$ -
		Well 30	BV								\$ -
		CATF	BV								\$ -
Authorized Bidder Name and Title											
Vendor Name											
PWCR / DIR Number		<p align="center"><b>*should the tax increase as part of the upcoming ballot initiative, the cost of sales tax will increase. It is understood that the adjustment will be added to your cost and accepted as part of your bid.</b></p>									

**Appendix E**  
**Addendum Receipt**

**ADDENDUM RECEIPT**

\_\_\_\_\_ (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Water Resources, Water Division: RFP 2024-PW110

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Company Name \_\_\_\_\_

**ATTACHMENT 2**  
**CONSULTANT'S PROPOSAL**



**City of Manteca CA**

**Arsenic Media Replacement for City Water Wells**

**Dec 2024**

**Arsenic SORB 33 Media Removal, Disposal and  
Replacement Services**

**City of Manteca  
RFP-  
Public Works Department, Water Division**

**Owner:**

City of Manteca  
Public Works Department  
1001 W. Center Street  
Manteca, CA 95337

**Bidder:**

AdEdge Water Technologies  
2055 Boggs Rd  
Duluth, GA 30096



**City of Manteca CA**

**Arsenic Removal Replacement Project**

**Letter of Transmittal:**

AdEdge Water Technologies hereby requests review for the Arsenic Removal Replacement Project proposal included. Proposal date 12/10/2024.

**Vendor/Bidder:**

AdEdge Water Technologies (AWT)

2055 Boggs Rd.

Duluth, GA 30096

**Contact(s):**

Tyler Butel - VP Sales Adedge/ChartWater - (405) 924-1954 - [tyler.butel@chartindustries.com](mailto:tyler.butel@chartindustries.com)

Cole Heard - Inside Tech Sales - Aftermarket Sales and Services - (770) 580-9935 - [cole.heard@chartindustries.com](mailto:cole.heard@chartindustries.com)

**AdEdge Commercial Rep:**

C-M Equipment

Contact – Mike Anderson

415-250-8122

[mandersonz@sbcglobal.net](mailto:mandersonz@sbcglobal.net)

**Subcontractors:**

Carbon Supply Inc.

8429 S Eastern Ave

Bell Gardens, CA 90201

DIR # - 1000573832

Carbon Supply Inc. will be the preferred Subcontractor for media extraction, media loading, containerization, transportation, and disposal of the exhausted media as Haz. waste at the below disposal facility.

Contact – Sam Yearby

Chief Operations Officer



(510) 414-8136

[sam@carbonsupplyinc.com](mailto:sam@carbonsupplyinc.com)

**Media Storage/Retainage for Contract:**

\* (3693) cu/ft. or (71) 52 cu/ft. Supersacks and 1 (ea) cu/ft bag

**Media Storage Location:**

ChartWater West

918 S Park Lane, Suite B-104

Tempe, AZ 85281

**Disposal Facility:**

Kettleman Hills Haz Waste Landfill

35251 Old Skyline Rd.

Kettleman City, CA 93239

**Pervious Work Experience:**

**All below are media change out projects completed over previous years utilizing the same type treatments systems, change out process and utilizing E33 Bayoxide. Additional references and site information available upon request. We previously held the E33 service contract for the City of Manteca.**

1. City of Phoenix AZ – All Arsenic Treatment System sites (5-year contract)
2. Arizona Water Company AZ – Arsenic Treatment Systems (3-year contracts) – Rainbow well, Rimrock well#5, Rimrock well#1, Harmony Hills, Rancho Rojo, Pinal Valley, Southwest Center, Valley Farms, Wild Horse Mesa
3. Crane TX – Arsenic Treatment System
4. Black Canyon City AZ – Arsenic Treatment Systems – Oasis, Big John, GOA well sites
5. Darr Water Boron CA – Arsenic Treatment System
6. Luke Air Force Base AZ – Arsenic Treatment System
7. Castroville CA - Arsenic Treatment System
8. Middle Verde AZ - Arsenic Treatment System
9. Campbell Ranch NV - Arsenic Treatment System
10. Valley Utilities AZ – Bethany Homes - Arsenic Treatment System
11. Isleta Pueblo NM – Arsenic Treatment System
12. Hanson Harbor WA – Arsenic Treatment System
13. Aqua PA – Winding Creek, Hunters Run, Meyers Tract, Quarry Well, Zavitsanos, Center Point – Arsenic Treatment System
14. Quartz Hill CA – Arsenic Treatment System
15. Maricopa Mountain – Arsenic Treatment System



16. Toas NM – Arsenic Treatment System
17. Lenora Water and Sewer – Arsenic Treatment System
18. Nambe Pueblo NM – Arsenic Treatment System
19. Nevada Gold Mines NV – Arsenic Treatment System
20. San Antonio NM – Arsenic Treatment System

**Scope of Services:**

AdEdge Water Technologies (AWT) and its representatives will perform the following tasks to ensure a successful media change out for the City of Manteca’s Arsenic Treatment Systems.

- 1) AWT will maintain stock of the required media (E33 Bayoxide) and any necessary under-bedding gravel for each site locally in Stockton California to fulfill each site change out.
- 2) AWT will maintain stock of the required NSF/ANSI 61-2016 vessel EPDM gaskets for each site.
- 3) AWT requires 10 business days advance notice of a media change out request to acquire media sampling, media testing, waste profiling and scheduling of services.
- 4) AWT will manage processing the media sample testing with a local laboratory to fulfill the State of California and U.S. E.P.A. disposal requirements.
- 5) AWT will manage testing results and will submit promptly to fulfill waste profiling at the specified landfill facility.
- 6) AWT will manage, transport, deliver and offload the appropriate amount of media and under-bedding gravel per change out on the day of services with no responsibility to the City.
- 7) An AWT representative will directly supervise the entire project on-site from start to completion and provide a media change out report within 10 days completion.
- 8) AWT will visually inspect the vessel internal lining for damage and advise on necessary repairs.
- 9) AWT will provide Chlorine for sanitation of the virgin media to meet AWWA standards.
- 10) AWT will supply and install new replacement gaskets per site.
- 11) AWT will verify no leaks are present and perform a pressure test prior to backwash.
- 12) AWT will supply and Carbon Supply will utilize AdEdge’s EZ LoAdEdge Vacuum plate for media loading.
- 13) AWT will perform backwashing and rinsing of the virgin media.

**City of Manteca Responsibilities:**

1. The City will notify AWT 5 days in advance to mobilize a technician to the site for sampling of the media.
2. The City must provide personnel to provide vessel access and manage shut-down and recommissioning assistance to obtain a media sample.
3. The City will provide water supply for vessel washdown, site cleanup and leveling of the media inside the vessel post media loading.
4. The City will manage the Bac-T testing requirements post media change out.



**Work Plan:**

**A. Preparations of treatment system prior to media extraction:**

1. Isolate all manual vessel valves and lock the well off from operating automatically
2. Drain the system down through the lowest outlet point the day/ evening prior to the media change out event. A drain valve is located at the base of the tank. A hose can be attached to the tank and opened. The hose must discharge to a low point below the base of the vessel. The vent valve on the side of the vessel will also need to be opened to allow air into the vessel for draining.

**B. Media Extraction:**

1. Remove side manway and top hatch covers and allow the vessel to ventilate adequately.
2. Place plastic sheeting around the side manway area to retain any media that may fall out when opening the side manway.
3. Cover the base of the side manway with a blanket or other thick covering to prevent manway coating damage from the vacuum hose.
4. Perform confined space procedures including air monitoring, PPE, and the proper trained personnel for the confined space entry.
5. Vacuum all media out through the side manway. Ideal vacuum hose size is 4"-6" to prevent clogging. All components in the vessel should not be bare metal and be insulated to protect metal to vessel coating contact which results in damage. Open the side manway and start vacuuming, moving across the vessel. Vessel entry is required to assure damage to the vessel does not occur. Vacuum media until the lower Gravel under-bedding is reached. The vacuum hose must have a "stinger" or other component to break up the media before vacuuming it up otherwise the vacuum hose will clog.
6. Inspect vessel walls for Oxidation or Holidays that may have occurred during operation or from media removal. Vessel coating damage will be fairly obvious with rust staining in a vertical line on the vessel sidewalls.





7. Repair if necessary using FC-22 NSF epoxy and allow for adequate time for curing.  
Demobilization and Remobilization may be necessary to provide time for the proper surface preparation and curing time of approximately 18-24 hours depending on temperature and humidity.

**C. Media filling and Recommissioning of treatment system:**

8. For change outs only requiring top-off of gravel under-bedding, replenish any lost under-bedding gravel, typically a 1" layer is provided for incidental removal during the media extraction. If scope requires all gravel under-bedding to be extracted; fill vessel  $\frac{1}{2}$  of the overall sidewall height of the vessel with water, install gravel through top opening manway until all the required gravel under-bedding has been loaded. Once the gravel under-bedding has been loaded, drain the water in the vessel down as described in section A-2 . Gravel layer should be a minimum of 3"-4" above the collector system or equal to the sidewall/lower dish weld of the vessel. When leveling gravel, water can be used to identify any low areas. Fill vessel from the bottom to identify low and high spots in gravel. Do not level gravel with shovels or bare metal equipment to protect vessel from damage. Use a new sanitized 2" x 6" x 4' piece of wood for best results.
9. Seal side manway with new gasket and Anti-seize on the bolts. Torque bolts in an alternating pattern.
10. Chlorination will occur during several points of the media loading process. 1 gallon of 12.5% NaOCl is required per 50 cu/ft. to assure a minimum of 400 ppm solution is in the vessels during the 12-hour (Overnight) soak period to allow full disinfection and adsorption of the chlorine (media adsorbs 17g of free chlorine per cu/ft of media).
11. Add 1 gallon of chlorine per 100 cu/ft. to the gravel bed before filling with water
12. Fill the vessel  $\frac{2}{3}$  full of water from the bottom of the vessel, not the top inlet, prior to any media. This can be done from an alternate source water or by opening the supply side of the system and filling through the lower outlet as when the system is in backwash.  
Alternatively, treated water may be able to be used and flow in reverse from the treated water tank using the appropriate valve on the vessel, used for treated discharge during service.



13. Water must be above the side manway to test the sealing of the side manway gasket before adding more chlorine or any media.
14. Attach the vacuum plate to the top manway and ensure it's secured with the internal bracket tightened fully. Additionally, secure the vacuum plate with rope to a vessel lifting lug.
15. Connect the two 4" Camloc hoses – media supply and vacuum side.
16. Open a vessel vent valve to ensure the vessel only allows partial vacuum. (<15inHg)
17. Start vacuum truck to begin pulling vacuum on the vessel and regulate as required through the vent valve if necessary.
18. Once the vacuum has stabilized, insert a PVC stinger into the media at the top of the Supersack and the media will begin flowing through the vacuum side of the hosing.
19. Media will mound in the center of the vessel versus directly below the manway.
20. Continue vacuuming the appropriate amount of media while vacuuming in additional Chlorine as required. Chlorine can be vacuumed in from a 5 gallon bucket through the stinger.
21. Once all media has been loaded, remove the Vacuum plate and visually observe the media. Use a garden hose or alternate to level the media and add the final Chlorine.
22. Close the top air relief isolation ball valve to prevent media fines from getting into the air relief unit. Install the top manway, open the vent valve on the side of the vessel, and complete filling the tank until all air is out.
23. Pressurize the vessel and confirm no leaks are present in top or side manway. With vessel under operating pressure, tighten top and side manways as the gasket will compress when vessel put under pressure.
24. Soak media overnight for a minimum of 12 hours, per AWWA disinfection guidelines to ensure proper chlorine saturation and disinfection occurs. The vessel should be at a minimum of 25 ppm chlorine residual after the 12-hour soak is completed. Chlorine test strips or the reagent calorimeter test are difficult to read due to the red coloring of the water used to sample the residual.
25. Put the system into Backwash slowly increase the flow from starting at 1/3 the backwash flowrate to allow all air to be discharged and media to slowly expand. The flowrate of the vessel should be 1/3<sup>rd</sup> of the normal operating backwash flow. After 15 minutes increase



- the flowrate to 2/3rd full flow, allowing more media fluidization. After an additional 15 minutes, increase flow to normal backwash full flow rate, for virgin media backwashing.
26. This full flow backwash process typically takes 15-30 minutes. Some fines will still be present however water turbidity will be low and water will be clear/transparent in color.
  27. Open air relief isolation valve and rinse the vessel one at a time until waste water is clear. This may take 3-5 minutes for turbidity to clear. An initial spike in color may occur as media bed settles. Rinse media until free chlorine residual is 1ppm-2ppm. Residual above 2 ppm will prevent a Bac-T sample from being effective.
  28. Pull Bac-t sample in accordance to local / state requirements. Bac-T sampling completed by Utility.
  29. Once Bac-t results pass, place system back into service allowing air to escape through vent line until water is present. Close the vent lines and observe full system operation.

**Consultants Onsite Supervisory list:**

Cole Heard – AdEdge Aftermarket Services Inside Sales

(770) 580-9935

[cole.heard@chartindustries.com](mailto:cole.heard@chartindustries.com)

Dijon Brittain – AdEdge Aftermarket Field Service Technician

(470) 728-6806

[dijon.brittain@chartindustries.com](mailto:dijon.brittain@chartindustries.com)

Avyn Jordan – AdEdge Aftermarket Service Coordinator

706-207-9979

[Avyn.jordan@chartindustries.com](mailto:Avyn.jordan@chartindustries.com)

Kyle Young – Director Manufacturing/Field Service Director

(470) 277-3573

[kyle.young@chartindustries.com](mailto:kyle.young@chartindustries.com)

\*Any employee assigned to work specifically in a confidential area has or will pass a criminal background check.



### Proposed GANTT Schedule

		Manteca CA Proposed MCO Schedule Well # 25, 29, 30 and CATF																																															
Green = VAC Truck Crew		Tuesday							Wednesday							Thursday							Friday							Saturday																			
Yellow = By Utility		8	9	10	11	12	1	2	3	4	5	8	9	10	11	12	1	2	3	4	5	6	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	8	9	10	11
Blue = Adedge/Utility	Project Site	Description																																															
Orange = Utility Return to Service																																																	
	Media Extraction	[Gantt bars for Media Extraction]																																															
	Vessel Inspection	[Gantt bars for Vessel Inspection]																																															
	Media Fill/ Chlorination	[Gantt bars for Media Fill/ Chlorination]																																															
	Media Soak	[Gantt bars for Media Soak]																																															
	Backwash	[Gantt bars for Backwash]																																															
	Bac-T (By Utility)	[Gantt bars for Bac-T (By Utility)]																																															

AdEdge EZLoAdEdge Vacuum Plate:





**Officer Statement of Accuracy:**

- Request for review for the City's Arsenic Removal Replacement Project

I attest that the information contained herein for the City's RFP is true and accurate. If awarded contract, AdEdge will comply with all terms and conditions set forth in the RFP. Proposal is valid for ninety (90) days after the deadline for submission of proposals.

A handwritten signature in black ink that reads "Tyler Butel". The signature is written in a cursive, flowing style.

Sincerely,

Tyler Butel - VP Sales - AdEdge/ChartWater

12/10/2024

ADDENDUM NO. 1  
TO  
REQUEST  
FOR  
PROPOSALS

PW110 Arsenic SORB 33 Media Removal, Disposal and Replacement Services  
RFP# 2024-PW110

This Addendum No. 1 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

**Bidder shall acknowledge receipt of Addendum Number 1 by signature and enclosure along with their Proposal Package.**

**ADDENDUM NO. 1**

Page 17 of the RFP

**TITLE APPENDIX A: Scope of Services**

The Project Description/Scope of Services section must include, at a minimum, the following tasks:

The City will add item 7 to the specifications. To be listed as:

7. Bidders shall provide proof in the form of an official letter or contract that they are an authorized distributor of SORB33

This Addendum No. 1, pages 1 through 2, shall become part of the Request for Proposal, Contract and all provisions of the Contract shall apply thereto.

The Contract Time is not changed.

The Proposal Due Date is not changed by this addendum.

Proposers shall acknowledge receipt of Addendum Number 1 by signature below. The signed acknowledgement shall be enclosed and submitted to the City with their proposal package at the Time the Proposals are due, no later than 4:00 PM on December 12, 2024.

Acknowledgement

*Clay Greene*

---

Proposers Signature





**City of Manteca**  
**Department of Public Works**  
**Water Resources Division**  
**RFP Questions & Answer Sheet**

RFP NAME:	PW110 Arsenic SORB 33 Media Removal, Disposal and Replacement Services	Questions Deadline:	November 20, 2024 Before 4:00 p.m.
Date Launched:	November 6, 2024	Response Deadline:	November 26, 2024
Project Manager:	Brady DeHart	Response Posted:	November 25, 2024
<b>Questions</b>		<b>Answers</b>	
<p>Page 5 of the RFP refers to Distribution of the RFP” and a list of those receiving the document. Is the distribution list available, if so can you send it to me or will it be posted On the RFP link? Please advise</p>		<p>All documents pertaining to the awarding of the project will be available after the items has gone to council for award. This would be done through the City Clerks Office in the form of a Public Records Request.</p>	
<p>Proposal content/format - Section 3 A/B (page 12) Is it required that the proposing Company meet the qualification or are the qualifications of the proposer/respondent satisfactory?</p>		<p>Page 12 - Question 3a and 3b refer to experience, qualifications and references. The city is asking that the respondent list the information requested. The city will then use this information to determine the suitability of the proposer when making its final determination for award</p>	
<p>Appendix A: Scope of Services, A2, Media (page 17) Is it required that the proposing Company provide a letter from the Bayoxide media manufacturer stating that the proposing company is an authorized distributor for 2025??</p>		<p>We have evaluated this question and are issuing an addendum to require this document be submitted with the bid. See Addendum #1</p>	
<p>Appendix A, A3 Media Guarantee: The well tables shown in A3 list the diameter of the vessels. How tall are the vessels and what is access like? What are dimensions on the manway?</p>		<p>Vessels are 14’ H, Manways are 24”.</p>	
<p>Appendix A, A3 Media Guarantee: The well tables shown in A3 list the amount of SORB 33 media in each vessel. Is there an underbed, and if so, what is the material and the volume? Is the proposer expected to replace the underbed as well?</p>		<p>Well 25 – There is a 36” gravel underbed. Well 29 – There is a 36” gravel underbed. The proposer is NOT expected to replace the underbed material.</p>	



City of Manteca  
 Department of Public Works  
 Water Resources Division  
 RFP Questions & Answer Sheet

<p>Section II Conditions Governing the Procurement, Section A Sequence of Events: The sequence of events indicates contract work to begin in January 2025. Please confirm if this is the expected date of the first changeout, and if not, when that will be.</p>	<p>The first Change out is not expected until Spring of 2025, however the city would like to prepare for unforeseen circumstances.</p>
<p>Appendix A, A5 Media Disposal: Has TCLP been run on spent media in the past? If it has, please provide that report.</p>	<p>Yes, TCLP has been samples have been run on media. Reports are available to winning bid. Spent media must be disposed of as a hazardous waste at a class 1 landfill.</p>

\*\*This form is to be kept in the RFP File for auditing purposes.



**Resources Division**  
**Bidding Sheet**  
**for** [blank] **with proposal**

Failure to include in proposal will deem proposal incomplete.

Unit Types: CuFt – Cubic Feet LS – Lump Sum BV – Bed Volume

No	Description	Location	Unit Type	number of units	2025 cost per unit	2025 Total	2026 cost per unit	2026 Total	2027 cost per unit	2027 Total	Extended Price
1	Media delivery	Well 25	CuFt	940	\$ 243.75	\$ 229,125.00	\$ 247.65	\$ 232,791.00	\$ 253.50	\$ 238,290.00	\$ 700,206.00
		Well 29	CuFt	800	\$ 243.75	\$ 195,000.00	\$ 247.65	\$ 198,120.00	\$ 253.50	\$ 202,800.00	\$ 595,920.00
		Well 30	CuFt	600	\$ 243.75	\$ 146,250.00	\$ 247.65	\$ 148,590.00	\$ 253.50	\$ 152,100.00	\$ 446,940.00
		CATF	CuFt	1353	\$ 243.75	\$ 329,793.75	\$ 247.65	\$ 335,070.45	\$ 253.50	\$ 342,985.50	\$ 1,007,849.70
2	Vessel Inspection (interior and exterior)	Well 25	LS	2	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 10,800.00
		Well 29	LS	2	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 10,800.00
		Well 30	LS	2	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 10,800.00
		CATF	LS	3	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00	\$ 16,200.00
3	Removal of existing gaskets and replacement with new gaskets	Well 25	LS	4	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 1,080.00
		Well 29	LS	4	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 1,080.00
		Well 30	LS	4	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 1,080.00
		CATF	LS	6	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00	\$ 90.00	\$ 540.00	\$ 1,620.00
4	Removal of spent media as specified with in RFP	Well 25	CuFt	940	\$ 27.86	\$ 26,190.57	\$ 28.81	\$ 27,085.57	\$ 29.20	\$ 27,443.57	\$ 80,719.70
		Well 29	CuFt	800	\$ 32.74	\$ 26,190.57	\$ 33.86	\$ 27,085.57	\$ 34.30	\$ 27,443.57	\$ 80,719.70
		Well 30	CuFt	600	\$ 43.65	\$ 26,190.57	\$ 45.14	\$ 27,085.57	\$ 45.74	\$ 27,443.57	\$ 80,719.70
		CATF	CuFt	1353	\$ 28.39	\$ 38,418.07	\$ 29.39	\$ 39,760.57	\$ 29.78	\$ 40,297.57	\$ 118,476.20
5	Media transfer and disposal to Class 1 Landfill	Well 25	CuFt	940	\$ 27.86	\$ 26,190.57	\$ 28.81	\$ 27,085.57	\$ 29.20	\$ 27,443.57	\$ 80,719.70
		Well 29	CuFt	800	\$ 32.74	\$ 26,190.57	\$ 33.86	\$ 27,085.57	\$ 34.30	\$ 27,443.57	\$ 80,719.70
		Well 30	CuFt	600	\$ 43.65	\$ 26,190.57	\$ 45.14	\$ 27,085.57	\$ 45.74	\$ 27,443.57	\$ 80,719.70
		CATF	CuFt	1353	\$ 28.39	\$ 38,418.07	\$ 29.39	\$ 39,760.57	\$ 29.78	\$ 40,297.57	\$ 118,476.20
6	Media placement inside vessels	Well 25	CuFt	940	\$ 27.86	\$ 26,190.57	\$ 28.81	\$ 27,085.57	\$ 29.20	\$ 27,443.57	\$ 80,719.70
		Well 29	CuFt	800	\$ 32.74	\$ 26,190.57	\$ 33.86	\$ 27,085.57	\$ 34.30	\$ 27,443.57	\$ 80,719.70
		Well 30	CuFt	600	\$ 43.65	\$ 26,190.57	\$ 45.14	\$ 27,085.57	\$ 45.74	\$ 27,443.57	\$ 80,719.70
		CATF	CuFt	1353	\$ 28.39	\$ 38,418.07	\$ 29.39	\$ 39,760.57	\$ 29.78	\$ 40,297.57	\$ 118,476.20
7	Totals	Subtotal by Year				\$ 1,268,958.05		\$ 1,295,443.25		\$ 1,321,880.30	\$ 3,886,281.60
		Manteca Sales Tax 8.25% Taxable items only				\$ 74,397.57		\$ 75,585.79		\$ 77,368.13	\$ 227,351.49
		Totals by Year				\$ 1,343,355.62		\$ 1,371,029.04		\$ 1,399,248.43	\$ 4,113,633.09
8	Guaranteed treated bed volumes amount to be credited if actuals fall short	Well 25	BV	16565							
		Well 29	BV	17088							
		Well 30	BV	13971							
		CATF	BV	31532							
		Prorated Cost per Unit = Normal Cost per Unit multiplied by [1-[(Media Performance Guarantee (gallons) minus Actual Gallons of Water Treated) divided by Media Performance Guarantee (gallons)]]									

Authorized Bidder Name and Title	Tyler Butel - VP Sales	
Vendor Name	AdEdge Water Technologies	
PWCR / DIR Number	1000014231	*should the tax increase as part of the upcoming ballot initiative, the cost of sales tax will increase. It is understood that the adjustment will be added to your cost and accepted as part of your bid.

# AdEdge Media Bed Volume Projections

	Well 30	Well 29	Well 25	CATF
As (ppb)	29	27.5	18	12
SiO2 (ppm)	60	51	58	60
pH	7.5	7.5	7.8	7.43
PO4 (ppm)	0.2	0.2	0.08	0.01
V (ppb)	22	50	38	35
<b>Estimated Bed Volumes</b>	<b>13,971</b>	<b>17,088</b>	<b>16,565</b>	<b>31,532</b>

## Qualifiers:

1. An empty bed contact time (EBCT) of at least 3.0 minutes must be met at all times at each site for performance guarantees to be valid
2. pH values in blue were pulled from the 2021 bid for Wells 25, 29, and CATF. Actual current pH values must be confirmed for performance guarantees to be valid
3. Water quality values in red are assumed since they were not provided in the bid specifications. Actual current values for each assumed constituent must be confirmed for performance guarantees to be valid

August 7, 2018

**Subject:** LANXESS Sybron Signs Multi-year Supply Agreement for Bayoxide® with AdEdge Water Technologies, Inc.

To Whom It May Concern,

LANXESS Sybron Chemicals Inc. has signed a Bayoxide® supply agreement with AdEdge Water Technologies, Inc., headquartered at Duluth, Georgia, as a partner OEM (original equipment manufacturer) for the Bayoxide iron oxide adsorbers for arsenic removal water treatment systems. This is a multi-year agreement and is effective as of September, 2016.

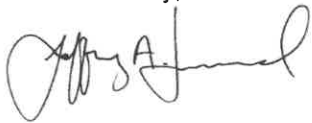
This relationship extends to all projects and regions where AdEdge is active and includes the Indian sub-continent where drinking water treatment for Arsenic is critical.

Bayoxide E 33 and E 33 HC Arsenic (iron oxide hydroxide) adsorbers for drinking water applications offer best-in-class performance. Some of their features include:

- Purification of **potable** water (NSF, DWI, DIN)
- Specified residual metals content
- High mechanical stability and surface area
- High adsorption capacity for Arsenic

Besides our excellent iron oxide adsorbers, AdEdge is also using for its activities serving water and waste water treatment applications our LANXESS reverse osmosis membranes, known as Lewabrane® elements and will only continue to grow as a major partner to LANXESS in the years to come.

Yours sincerely,



Jeff Immel  
Mgr. Specialty Water – Americas  
jeffrey.immel@lanxess.com  
Mobile: +1 609 667 9382

**LANXESS Sybron Chemicals Inc.**

Jeffrey Immel

Mgr. Specialty Water - Americas

LANXESS Sybron Chemicals Inc.

200 Birmingham Rd.

Birmingham, NJ 08011

Mobile: +1 609 667 9382

Office: +1 949 706 3236

jeffrey.immel@lanxess.com

www.us.lanxess.com

## Product Information

### Bayoxide® E 33

#### Description

Type	Technical Oxide
Delivery form	Granules
Chemical class	Synthetic iron hydroxide oxide yellow $\alpha$ - FeOOH
CAS-No.	51274-00-1
REACH registration no.	01-2119457554-33-0000

#### Specified Technical Data

Technical Data	min	max	Test method
Fe <sub>2</sub> O <sub>3</sub> Content [%]	70		No. 036 <sup>41</sup>
Bulk Density [g/cm <sup>3</sup> ]	0.46	0.57	similar to DIN EN ISO 787-11:1995
Specific Surface Area (BET) [m <sup>2</sup> /g]	120	200	ISO 9277:2003
Water soluble content [%]		1.0	similar to DIN EN ISO 787-3:2000
Moisture content [%]		20	DIN EN ISO 787-2:1995
Sieve analysis < 0.315 mm [%]		10	No. 039 <sup>41</sup>
Sieve analysis > 2.0 mm [%]		5.0	No. 039 <sup>41</sup>
Trace elements	min	max	Test methods
Al [mg/kg]		350	Atomic spectroscopy
As [mg/kg]		20	Atomic spectroscopy
Ba [mg/kg]		10	Atomic spectroscopy
Cd [mg/kg]		5	Atomic spectroscopy
Co [mg/kg]		100	Atomic spectroscopy
Cr [mg/kg]		250	Atomic spectroscopy
Cu [mg/kg]		100	Atomic spectroscopy
Mn [mg/kg]		3000	Atomic spectroscopy
Ni [mg/kg]		250	Atomic spectroscopy
Pb [mg/kg]		3	Atomic spectroscopy
Zn [mg/kg]		100	Atomic spectroscopy

## Bayoxide® E 33

### Informative Technical Data (guide values)

$\alpha$ - FeOOH content [%] <sup>53</sup>	>	99	<b>Test method</b> Information about the determination of iron oxide <sup>41</sup>
Density [g/ml]	~	4.0	DIN EN ISO 787-10:1995

<sup>41</sup> Obtainable from LANXESS Deutschland GmbH, Business Unit Liquid Purification Technologies, <mailto:lewatit@lanxess.com>

<sup>53</sup> Minor elements may arise from the raw materials used. However, these are firmly bound to the crystal lattice as ions.



## Bayoxide® E 33

### Packaging

The product is available in sacks or bulk bags. For further information please ask your local contact or send an enquiry by e-mail to <mailto:lewatit@lanxess.com>

### Transport and Storage

**General storage conditions:**

Protect against weathering.  
Store in a dry place and avoid extreme fluctuations in temperature.

Avoid crushing the granules.

**Special conditions for opened packaging:**

Close bags after use to prevent the absorption of moisture and contamination.

**Shelf life:**

This product has an excellent shelf life. We recommend that this product is used within ten years of the date of manufacture and limit our product warranty to this period. During the first ten years after the date of manufacture we are able to ensure compliance with this specification, provided the material has been stored as stated above and the packaging materials remain undamaged. It must be taken into account that the packaging mean can have a shelf life considerably shorter than the one for this product. All recommendations and warnings given on the packaging must strictly be adhered to. Deviations from storage conditions can lead to undesired changes on side of the packaging materials. These succumb to ageing which may also lead to compromising their capability. Concerning their estimated service life we differentiate between the following packaging materials:

All kinds of bags (Paper and PE) ..... 5 years  
All kinds of Bulk bag ..... 3 years

With respect to our Bulk Bags we recommend to avoid UV-radiation because the sewing material of the lifting loops is stabilized against degradation by UV-radiation for appr. 1000 h incident sun radiation for the climate of Central Europe. A more intense sun radiation can shorten this period significantly. In cases of doubt the lifting loops must be checked thoroughly.

### Safety

**Classification**

The product is not classified as dangerous under the relevant EC Directives and corresponding national regulations valid in the individual EU member states. It is not dangerous according to transport regulations.

**Additional information**

In countries outside the EU, compliance with the respective national legislation concerning the classification, packaging, labelling and transport of dangerous substances must be ensured.

The safety data sheet should be observed. This contains information on handling, product safety and ecology. The safety data sheet is available at [www.lpt.lanxess.com](http://www.lpt.lanxess.com).

## Bayoxide® E 33

### Restrictions in Usage

Interfering ions, the pH of the water and other factors may influence the performance of the product. The user of the product is responsible for monitoring the quality of the treated water to ensure that it complies with local regulations.

The product must not be used for the treatment of water at a pH below 5 and above 10.

### Disposal of Waste Product

The spent media is to be disposed of in approved landfills provided local regulations are observed. The media is eluted from the adsorber vessel into a purpose built tanker. Operators should confirm that they can meet any local landfill tipping conditions.

For disposal within EC, the appropriate code according to the European Waste Catalogue (EWC) should be used.

### Status of Registration (not specified)

The components of this product are listed on the following inventories:				
Europe: EINECS	USA: TSCA	Canada: DSL	Australia: AICS	New Zealand: NZIOC
Philippines: PICCS	Japan: METI	Korea: ECL	China: IECSC	Taiwan: NECSI

# SAFETY DATA SHEET

## Section 1. Identification

Product identifier : BAYOXIDE E33  
Material Number : 57718609  
Chemical family : Inorganic Metal oxide.  
Identified uses : Absorption  
Supplier/Manufacturer : LANXESS Corporation  
Sybron Chemicals, Inc  
200 Birmingham Road  
Birmingham, NJ 08011  
USA

In case of emergency : Chemtrec (800) 424-9300  
International (703) 527-3887  
Lanxess Emergency Phone (800) 410-3063.

For information: US/Canada (800) LANXESS International +1 412 809 1000

## Section 2. Hazards identification

HAZCOM Standard Status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), the SDS contains valuable information critical to the safe handling and proper use of the product. The SDS should be retained and available for employees and other users of this product.

Physical state : Powder.  
Color : Brown.  
Classification of the substance or mixture : Not classified.  
Signal word : No signal word.  
Hazard statements : No known significant effects or critical hazards.  
Hazard Not Otherwise Classified (HNOC) : None known.

### Precautionary statements

Prevention : Not applicable.  
Response : Not applicable.  
Storage : Not applicable.  
Disposal : Not applicable.  
Supplemental label elements : Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials and food and drink.

## Section 3. Composition/information on ingredients

Substance/mixture : Substance

Ingredient name	%	CAS number
C.I. Pigment Yellow 42	>99	51274-00-1

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

**There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.**

**Occupational exposure limits, if available, are listed in Section 8.**

## Section 4. First aid measures

### Description of first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur.
- Ingestion** : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

### Potential acute health effects

- Eye contact** : May cause mechanical irritation (abrasion).
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : May cause mechanical irritation (abrasion).
- Ingestion** : No known significant effects or critical hazards.

### Over-exposure signs/symptoms

- Eye contact** : No specific data.
- Inhalation** : No specific data.
- Skin contact** : No specific data.
- Ingestion** : No specific data.

### Potential chronic health effects

No known significant effects or critical hazards.

- Notes to physician** : Treat symptomatically. No specific treatment.
- Protection of first-aiders** : No special measures required.

See toxicological information (Section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire. In case of fire, use water spray (fog), foam or dry chemical.
- Unsuitable extinguishing media** : None known.

**Specific hazards arising from the chemical** : No specific fire or explosion hazard.

**Hazardous thermal decomposition products** : No specific data.

**Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

**Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

- Personal precautions, protective equipment and emergency procedures** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing dust. Put on appropriate personal protective equipment.
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- Methods and materials for containment and cleaning up** : Move containers from spill area. Approach release from upwind. Vacuum or sweep up material and place in a designated, labeled waste container. Avoid creating dusty conditions and prevent wind dispersal. Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal. Prevent entry into sewers, water courses, basements or confined areas.

## Section 7. Handling and storage

### Precautions for safe handling

- Protective measures** : Avoid breathing dust. Remove contaminated clothing and protective equipment before entering eating areas. Workers should wash hands and face before eating, drinking and smoking. Put on appropriate personal protection equipment. Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed.
- Conditions for safe storage** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. Empty containers or liners may retain some product residues.

## Section 8. Exposure controls/personal protection

### Occupational exposure limits

No exposure limit value known.

- Appropriate engineering controls** : Use only with adequate ventilation. If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

### Personal protection

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Respiratory protection** : Dust-protection mask
- Skin protection** : gloves
- Eye/face protection** : If contact with product is possible, wear safety glasses with side shields.
- Medical Surveillance** : Not available.

## Section 9. Physical and chemical properties

Physical state	: Solid. [Powder.]
Color	: Brown.
Odor	: Odorless.
Odor threshold	: Not available.
pH	: Not available.
Boiling point	: Not available.
Melting point	: >1000°C (>1832°F)
Flash point	: Not available.
Evaporation rate	: Not available.
Explosion limits	: Not available.
Vapor pressure	: Not available.
Specific gravity (Relative density)	: 4 to 5
Bulk density	: 750 to 950 kg/m <sup>3</sup>
Solubility	: Insoluble in the following materials: cold water
Partition coefficient: n-octanol/water	: Not available.
Vapor density	: Not available.
Viscosity	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.

## Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## Section 11. Toxicological information

Information on the likely routes of exposure : Dermal contact. Eye contact. Inhalation. Ingestion.

### Potential acute health effects

Eye contact	: May cause mechanical irritation (abrasion).
Inhalation	: No known significant effects or critical hazards.
Skin contact	: May cause mechanical irritation (abrasion).
Ingestion	: No known significant effects or critical hazards.

### Symptoms related to the physical, chemical and toxicological characteristics

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

### Potential chronic health effects

#### Short term exposure

Potential immediate effects	: Not available.
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## Section 11. Toxicological information

### Long term exposure

- Potential delayed effects : Not available.  
 General : No known significant effects or critical hazards.  
 Carcinogenicity : No known significant effects or critical hazards.  
 Mutagenicity : No known significant effects or critical hazards.  
 Teratogenicity : No known significant effects or critical hazards.  
 Developmental effects : No known significant effects or critical hazards.  
 Fertility effects : No known significant effects or critical hazards.

### Information on toxicological effects

#### Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure	Test
C.I. Pigment Yellow 42	LD50 Oral	Rat - Male	>10000 mg/kg	-	-
C.I. Pigment Yellow 42	LC50 Inhalation Dusts and mists	Rat	>195 g/m <sup>3</sup>	6 hours	-
	LC50 Inhalation Dusts and mists	Rat	>195 mg/m <sup>3</sup>	2 weeks	-

#### Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation	Reversibility
C.I. Pigment Yellow 42	Eyes - Draize	Rabbit	0	50 mg	7 days	-
	Skin - Erythema/Eschar	Rabbit	0	24 hours 500 mg	7 days	-

#### Conclusion/Summary

- Skin : C.I. Pigment Yellow 42:Non-irritating  
 Eyes : C.I. Pigment Yellow 42:Non-irritating

#### Sensitization

Product/ingredient name	Route of exposure	Species	Result
C.I. Pigment Yellow 42	skin	Guinea pig	Not sensitizing

#### Chronic toxicity

Product/ingredient name	Result	Species	Dose	Exposure
C.I. Pigment Yellow 42	Sub-acute NOAEC Inhalation Dusts and mists	Rat - Male	>195 mg/m <sup>3</sup>	14 days; 6 hours per day 5 days per week

#### Mutagenicity

## Section 11. Toxicological information

Product/ingredient name	Test	Experiment	Result
C.I. Pigment Yellow 42	Ames test	Experiment: In vitro Subject: Bacteria Metabolic activation: with/without S9 mix	Negative
	OECD 476 <i>In vitro</i> Mammalian Cell Gene Mutation Test	Experiment: In vitro  Subject: Mammalian-Animal Cell: Somatic Metabolic activation: with/without	Negative
	OECD 473 <i>In vitro</i> Mammalian Chromosomal Aberration Test	Experiment: In vitro  Subject: Mammalian-Animal Cell: Somatic Metabolic activation: with/without S9 mix	Negative

### Carcinogenicity

Product/ingredient name	Result	Species	Dose	Exposure
C.I. Pigment Yellow 42	Negative - Intraperitoneal -	Rat - Male, Female	600 mg/kg	914 days; 3 Injection a 200mg/kg in 8 weeks

Product/ingredient name	CAS #	IARC	NTP	OSHA
C.I. Pigment Yellow 42	51274-00-1	Not classified.	Not classified.	Not classified.

## Section 12. Ecological information

### Toxicity

Product/ingredient name	Test	Result	Species	Exposure
C.I. Pigment Yellow 42	ISO 8192	Acute EC50 >10000 mg/l Fresh water	Bacteria - adapted and activated sludge micro-organism	3 hours
	OECD 202 <i>Daphnia</i> sp. Acute Immobilization Test	Acute EC50 >100 mg/l Fresh water	<i>Daphnia</i> - <i>Daphnia magna</i>	48 hours
	OECD 203 Fish, Acute Toxicity Test	Acute LC0 >100000 mg/l Fresh water	Fish - <i>Danio rerio</i>	96 hours

**Conclusion/Summary** : Not available.

### Persistence and degradability

**Conclusion/Summary** : Not applicable.

### Bioaccumulative potential

Not available.

### Mobility in soil

**Soil/water partition coefficient (K<sub>oc</sub>)** : Not available.

**Other adverse effects** : No known significant effects or critical hazards.



## Section 13. Disposal considerations

- Disposal methods** : The generation of waste should be avoided or minimized wherever possible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Waste disposal should be in accordance with existing federal state, provincial and or local environmental controls laws.
- RCRA classification** : If discarded in its purchased form, this product would not be a hazardous waste either by listing or by characteristic. However, under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste. (40 CFR 261.20-24)

## Section 14. Transport information

Regulatory information	UN number	Proper shipping name	Classes	PG*	Label	Additional information
DOT Classification	-	-	-	-		Not regulated.
IMDG Class	-	-	-	-		Not regulated.
IATA-DGR Class	-	-	-	-		Not regulated.

PG\* : Packing group

RQ : 0 lbs

## Section 15. Regulatory information

SARA 311/312 : None

SARA Title III Section 302 : None

Extremely Hazardous Substances

SARA Title III Section 313 : None

Toxic Chemicals

US EPA CERCLA : None

Hazardous Substances (40 CFR 302.4)

### State regulations

The following chemicals are specifically listed by individual states; other product specific health and safety data in other sections on the SDS may also be applicable for state requirements. For details on your regulatory requirements you should contact the appropriate agency in your state.

<u>Ingredient name</u>	<u>CAS number</u>	<u>State Code</u>	<u>Concentration (%)</u>
☑.I. Pigment Yellow 42	51274-00-1		>99

Massachusetts Substances: MA - S

Massachusetts Extraordinary Hazardous Substances: MA - Extra HS

New Jersey Hazardous Substances: NJ - HS

Pennsylvania RTK Hazardous Substances: PA - RTK HS

Pennsylvania Special Hazardous Substances: PA - Special HS

### California Prop. 65

Potential exposure to some or all of the California Proposition 65 chemicals in this product have been determined to be below the No Significant Risk Level (NSRL)

To the best of our knowledge, this product does not contain any of the listed chemicals, which the state of California has found to cause cancer, birth defects or other reproductive harm.

## Section 15. Regulatory information

U.S. Toxic Substances Control Act : Listed on the TSCA Inventory.

## Section 16. Other information

Hazardous Material Information System :	Health	1
	Flammability	0
	Physical hazards	0

0=Insignificant 1=Slight 2=Moderate 3=High 4=Extreme  
\*=Chronic

The customer is responsible for determining the PPE code for this material. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

National Fire Protection Association (U.S.A.) :



0= Minimal 1=Slight 2=Moderate 3=Serious 4=Severe

LANXESS' method of hazard communication is comprised of Product Labels and Safety Data Sheets. HMIS and NFPA ratings are provided by LANXESS as a customer service.

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Date of issue : 05-24-2016  
Date of previous issue : 05-24-2016  
Version : 2

Product Safety and Regulatory Affairs

☑ Indicates information that has changed from previously issued version.

### Notice to reader

This information is furnished without warranty, express or implied. This information is believed to be accurate to the best knowledge of LANXESS Corporation. The information in this MSDS relates only to the specific material designated herein. LANXESS Corporation assumes no legal responsibility for use of or reliance upon the information in this MSDS.

## Appendix B

### Proposer Information Form

#### General Information

Business Name: AdEdge Water Technologies

Business Type:

Corporation (State of Incorporation GA )  Partnership

Sole Proprietorship  Other: \_\_\_\_\_

Business Federal Tax ID Number: 27-4449158

PWCR / DIR Number: 1000014231 subcontractor Y/N N

#### Corporate Headquarters

Address: 2055 Boggs Rd, Duluth, GA 30096

#### Local Office (If Applicable)

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

#### Authorizing Contact

Name: Tyler Butel Title: VP Sales

Telephone: 405-924-1954 Mobile: \_\_\_\_\_

Email: tyler.butel@chartindustries.com

#### Primary Contact

Name: Cole Heard Title: Inside Sales Aftermarket

Telephone: 770-580-9935 Mobile: \_\_\_\_\_

Email: cole.heard@chartindustries.com

**Important! - If you will be using subcontractors, please use this form to attach contact information and PWCR/DIR numbers for each.**

## Appendix B

### Proposer Information Form

#### General Information

Business Name: Carbon Supply Inc.

Business Type:

Corporation (State of Incorporation CA )  Partnership

Sole Proprietorship  Other: \_\_\_\_\_

Business Federal Tax ID Number: 26-1166799

PWCR / DIR Number: 1000573832 subcontractor Y/N Y

#### Corporate Headquarters

Address: 8429 Eastern Ave Bell Gardens, CA 90201

#### Local Office (If Applicable)

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

#### Authorizing Contact

Name: Sam Yearby Title: COO

Telephone: 510-414-8136 Mobile: \_\_\_\_\_

Email: sam@carbonsupplyinc.com

#### Primary Contact

Name: Sam Yearby Title: COO

Telephone: 510-414-8136 Mobile: \_\_\_\_\_

Email: sam@carbonsupplyinc.com

**Important! - If you will be using subcontractors, please use this form to attach contact information and PWCR/DIR numbers for each.**

**Appendix E**

**Addendum Receipt**

**ADDENDUM RECEIPT**

AdEdge Water Technologies \_\_\_\_\_ (PROPOSER) acknowledges it has received and

read all of the following Addenda:

Public Works Water Resources, Water Division: RFP 2024-PW110

Addendum # No. 1 \_\_\_\_\_

Signature *Clay Greene* \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Signature *Clay Greene* \_\_\_\_\_

Date 12/10/2024 \_\_\_\_\_

Title Project Manager \_\_\_\_\_

Company Name AdEdge Water Technologies \_\_\_\_\_



## **ATTACHMENT 3**

### **SCHEDULE OF ACTIVITIES**

To be determined with City Staff and Consultant pursuant to individual well site and specifications.