August 18, 2016

To: Interested Parties

Re: Request for Proposals (RFP)
Architectural Design Services for LGVSD Administration Building
Job No. 12100-01

Dear Sirs:

Las Gallinas Valley Sanitary District is soliciting proposals from qualified architectural firms to prepare site plans and architectural renderings for a planned two- to three-story building, totaling approximately 5,500 square feet of ground floor offices to replace its current administration building. The proposal shall be prepared as per the guidelines set forth in the attached RFP.

If you would like your firm to be considered, five (5) hard copies and a CD version of a PDF file of your proposal must be received at the LGVSD Administration Building, 300 Smith Ranch Road, San Rafael, CA 94903; Attention: Mark R. Williams, General Manager, no later than 1:00 PM on September 30, 2016. An interview process for the selection of a consultant, if deemed necessary by the District, is tentatively scheduled for October 4, 2016. Award of a contract for this RFP is scheduled for October 13, 2016.

Please call me at (415) 472-1033, extension 18 if you have any questions.

Sincerely,

Michael P. Cortez, PE
District Engineer

Attachment:
R:\PROJECTS\12000 Projects\12600-07 Secondary Treatment Upgrades\I - Design\RFP - Admin Building\RFP for Architectural Design Services for LGVSD Administration Building.docx
1.0 BACKGROUND

The original LGVSD “Administration and Control Building” was constructed in the late 1950s as a multi-purpose single-story structure and support facility for the first wastewater treatment plant. The administration section consisted of a manager’s office, a Board room, a secretary reception area, and two restrooms; the control section consisted of the maintenance shop and operations room, which also included a digester heater room to accommodate a hot water boiler, heat exchanger, and sludge pumps and piping. Given the size of the first treatment plant, such multi-purpose structure was adequate for District needs at that time.

In the mid-1980s, an EPA-funded major treatment plant upgrade provided an opportunity for the District to convert the original multi-purpose structure into a dedicated Administration Building. The original maintenance shop was moved into a dedicated Shop Building, and the heater room was relocated into a larger facility situated between the existing digesters. However, other than rearranging the floor layout to incorporate a drafting room, lab office and facility, and more staff offices, the architectural and structural upgrades to the original multi-purpose structure were minimal at the time apparently due to tight budget.

The next significant upgrades to the Administration Building occurred in 1992 with the expansion of the front section for more office space, and at the same time incorporate the Americans with Disabilities Act (ADA) requirements. The project included a new front porch with an access ramp, a wider Board room entrance door, and a re-designated wheelchair-accessible unisex restroom facility. It appears that most of the ADA modifications in 1992 were intended for public use only. It did not incorporate ADA requirements for current or future District employees who may have disabilities. As an example, the original drafting room (now kitchen) and lab office and facility (now collections staff conference room) were not provided with handicap access to the unisex restroom without going thru the front access ramp, and vice versa.

In 2000, the District purchased a modular structure as a dedicated Laboratory Building. The original lab in the Administration Building was repurposed into a kitchen, collections staff conference room, and computer and storage rooms. Due to limited expansion space, the modular structure was situated at a less than ideal location away from the Administration Building. While the Laboratory Building provided an extra dedicated classroom for public education purposes, it was not ideal to isolate laboratory staff from the Administration Building. Also, the Laboratory Building has foundation issues as it currently sits in bay mud not properly stabilized for such purpose.
District staff has consulted with a design engineer and an architect/interior designer, and both have recommended that the Administration Building has exceeded its useful life and would not be more cost effective to upgrade anymore. The District Board has concurred with staff that the best option would be to replace both the existing Administration Building and Laboratory Building with a new single multi-story structure. It is anticipated that both buildings will be demolished and replaced as part of the upcoming Las Gallinas Secondary Treatment and Recycled Water Plant Upgrade scheduled for construction in 2017.

2.0 OBJECTIVE

The purpose of this RFP is to secure the services of an architectural firm (Consultant) to prepare site plans and architectural renderings, including plans and specifications, and bidding and construction services, for a planned two- to three-story Administration Building. The building will primarily consist of the following (See Attachment 2):

- **First Floor** – Staff Offices, Conference Rooms, and Laboratory
- **Second Floor** – Board Room, Lunch Room, and File Storage
- **Third Floor (Future)** – Active Learning Lab and Interactive Area

3.0 SCOPE OF WORK

The selected firm will prepare, in consultation with the District, a site plan, schematic floor plans and detailed building elevations for the proposed Administration Building. At a minimum, the Consultant shall start with a cost effective design incorporating the basic but most current building code and ADA requirements as **base bid**, with the flexibility of adding optional sustainable approach or LEED compliance enhancements as **bid alternates**. A cost effective design should meet the District’s basic functional needs as a wastewater treatment and recycled water facility. In addition, the Consultant shall prepare bidding documents requiring the three-story Administration Building as **base bid**, with the third story as a **deductive alternate bid**. The minimum requirements are as follows:

**ADA Compliance**

The District envisions a cost effective, functional, fully integrated, safe, secure, and ADA accessible Administration Building. This RFP aims to secure a Consultant to scope and design the Administration Building to accommodate greater functionality, including but not limited to the following:

- Providing ADA access to multi-level floors and all facilities
- Integrating a fixed staff and public seating arrangement during Board meetings
- Providing a large display screen, lighting fixtures, and other state-of-the-art technologies

**LEED Compliance (Optional)**

As an option, the District envisions a building that will be a showcase for energy and green innovation with a LEED certification level of Platinum. Buildings have an enormous impact on the environment, human health, and the economy. The successful adoption of green building strategies can maximize both the economic and environmental performance of buildings. Green
building is the practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle from siting to design, construction, operation, maintenance, renovation, and deconstruction. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort. Green building is also known as sustainable or high performance building.

The Administration Building shall be constructed to reduce the overall impact of the built environment on human health and the natural environment by:

- Efficiently using energy, water, and other resources by
- Protecting occupant health and improving employee productivity
- Reducing waste, pollution, and environmental degradation
- Providing natural HVAC/lighting needs by maximizing solar access and harvesting natural energy sources
- Minimizing use of potable water and encouraging recycled water use

See Attachment 3 for sample level of expectations for LEED features for this project.

**Sustainable Approach (Optional)**

As an option, the District is seeking full certification of this project under the Living Building Challenge (LBC), version 3.0 certification program. “The Living Building Challenge™ is a building certification program, advocacy tool and philosophy that defines the most advanced measure of sustainability in the built environment possible today and acts to rapidly diminish the gap between current limits and the endgame positive solutions we seek.” Reference the Living Building Challenge ("LBC") website for additional information.

See Attachment 4 for sample level of expectations for Living Building Challenge Sustainable Approach features for this project.

**Future Active Learning Lab and Interactive Area (3rd Floor, Optional)**

The District regularly sponsors public outreach programs by providing a learning environment which utilizes our physical environment, public relationships, policies and processes as hands-on learning opportunities for students and other interested parties. The District anticipates conducting the program at the 3rd floor of the Administration Building. If necessary, the construction of the third floor can be phased to reduce the fiscal impact.

See Attachment 5 for sample level of expectations for Future Active Learning Lab and Interactive Area features for this project.

**Sea Level Rise, Main Entrance and Parking Lot Enhancement**

A consultant previously hired by the District recommended that the minimum elevation for proper treatment plant process operation as it relates to future sea level rise and storm surge is at EL 18.0 (NAVD 88), which is approximately 6 feet higher than the existing parking lot. This RFP aims to hire a Consultant to develop and implement a cost effective site-specific building design criteria to address future sea level rise and storm surge for office buildings such as the Administration Building.
In addition, the Consultant shall provide schematic design, design development, and construction documents, and provide all plan sheets necessary to permit and construct the parking lots to all applicable local and state building codes.

See Attachment 6 for Main Entrance and Parking Lot site plan. Please note that the final elevations shown in the plan shall be adjusted to approximately EL 18.0 (NAVD 88).

**Temporary Parking Lot, Staff Offices and Board Room During Construction**

It is anticipated that the existing Administration Building will be torn down and replaced in its entirety during construction. This RFP aims to secure a Consultant to develop building code-compliant plans and specifications for temporary staff offices and Board Room during construction. The plan shall include office layout, furniture arrangement, computer network cabling, etc., including cost estimates for the site assembly or installation of a modular building suitable for temporary offices at or near the treatment plant during construction. The plan shall also include code-compliant temporary parking layout for staff and the public during construction.

See Attachment 7 for proposed Temporary Parking Lot, Staff Offices and Board Room During Construction.

### 4.0 DELIVERABLES

Deliverables will include:

1. Conceptual Design (10%) level drawings for a minimum of three design schemes, including a budget level cost estimate for each scheme, provided in electronic pdf format, including 10 sets of half-size (11 x 17) drawings. Design schemes shall incorporate cost effective approach with minimum building code and ADA Compliance, and optional Living Building Challenge Sustainable Approach and optional LEED Certification. The budget level cost estimates shall include a separate line for each optional item. In addition, the 10% submittal shall include a presentation to the District Board to be scheduled at a future date. Board meetings are typically held between 4:00 pm and 6:00 pm on the 2nd and 4th Thursdays of each month.
2. Schematic Design (30%) of the chosen alternative, including a detailed cost estimate and miscellaneous items described above. The 30% submittal shall include a 2nd presentation to the District Board to be scheduled at a future date.
3. Design Development Phase (60%) with a detailed cost estimate and miscellaneous items described above. The 60% submittal shall include a 3rd and final presentation to the District Board to be scheduled at a future date.
4. Construction Document Phase (95%) with a detailed cost estimate and final drawings provided in electronic pdf and AutoCAD formats.
5. The Consultant shall note the base bid and alternate bid formatting requirements outlined elsewhere in this RFP.
6. Technical specifications in CSI version provided in electronic pdf and MS Word formats.
7. Bidding Phase (100%) services for design related questions by bidders.
8. Consultant services during construction for RFIs and other design issues.
5.0 PROPOSAL CONTENT

Cover Letter
The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood, 2) include a statement of intent to perform the services as outlined, 3) express Consultant’s willingness to enter into an Agreement under the terms and conditions prescribed in this RFP and in the sample Professional Consultant Services Agreement (Agreement - Exhibit C), 4) include a brief summary of the Consultant’s qualifications, 5) identify a single person for possible contact during the proposal review process, 6) include a summary of the total contract price for the desired services, and 7) include a summary of the schedule, with completion dates for project milestones. The cover letter shall be limited to three (3) pages.

Schematic Drawings
The proposal shall include two axonometric schematic drawings showing the Consultant’s initial approach to the design and style of the 2-street frontages (plant main entrance and perimeter road) of the three-story Administration Building. At a minimum, one schematic drawing shall show a cost-effective design that will meet the basic functional needs of the District without the optional enhancements.

Statement of Understanding and Approach
This section should demonstrate an understanding of the Scope of Work. It should describe the general approach, organization, and staffing required for the services to be performed.

Company Information
This section shall include relevant Consultant’s information, including the address and telephone number of the Consultant’s main office and any branch offices that will be participating in this study. Consultant shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the Consultant’s professional team (managers, contact person, etc.) should be identified by name and title, and should include contact phone numbers. Major subcontractors (if any) and their degree of involvement should be included.

Provide a statement of qualifications and resume of all personnel that will be performing services for Consultant. Statement must include:

- Name and title
- Description of education
- General experience, including total years in specialty experience
- Years of employment in field and with Consultant
- Specialized education and training related to specialty area
- Any prior public agency experience
- Any certifications, professional designations, or other information that will assist in evaluating qualifications

Qualifications and Experience
The Consultant shall provide a detailed list of services previously performed for the District, if any. The Consultant shall provide a detailed list of similar projects worked on for other clients, including project description, services provided, length and outcome of project. The Consultant
shall provide at least three (3) references, within the past three (3) years, of clients for whom services have been performed. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

**Scope of Work**
Provide an outline expressing the Consultant’s understanding of the request and summarizing the basic approach to provide these services. Schedule Provide a detailed project schedule, with an anticipated start date of September 26, 2016.

**Estimate of Consultant Fee**
The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work. Compensation will be based on successful completion of the deliverables and the fee schedule must reflect costs to complete each component. The District does not contract on a time and materials basis for initial listed deliverables/milestones.

The fee schedule shall be broken down according to Conceptual Design (10%), Schematic Design (30%), Design Development Phase (60%), Construction Document Phase (95%), Bidding Phase (100%), and Consultant Services During Construction.

The estimated Consultant fee may not be a factor in the District’s process of evaluating proposals and ranking the consulting firms. Selection of Consultant(s) shall be on the basis of demonstrated competence and qualifications to render the services at fair prices in accordance with Section 4526 of the California Government Code.

**6.0 SELECTION CRITERIA AND PROCESS**

**LEED and Sustainable Approach Experience**
The Consultant shall have specialized experience in the field of LEED and sustainable building design and a demonstrated ability to comprehensively integrate the concept of sustainability into the project. The Consultant shall provide documentation that demonstrates experience relevant to the specification of this RFP, including specialized knowledge and expertise in as many of the following areas of sustainable design as possible: environmentally sound site design and planning, sustainability performance standards for the building, energy efficiency, water efficiency, indoor air quality, environmentally sound materials, construction waste management and prevention, low maintenance design and materials

**Proposal Evaluation Criteria**
The District intends to engage the most qualified Consultant available for these services. It is imperative that the Consultant’s proposal fully addresses all aspects of this RFP. It must clearly express the Consultant’s understanding of the District’s specific requirements and indicate the Consultant’s qualifications to conduct these services in a thorough and efficient manner.

The following criteria shall be used in evaluation of the Consultant’s offer of services:

1. Experience in providing these analysis and design services on similar projects,
2. Consultant’s experience in conducting assignments of similar scope,
3. Methodology to be employed in conducting these services,

Page 7 of 57
4. Consultant’s support organization, accessibility and quality assurance methods for optimizing staff utilization,
5. Conciseness and clarity in understanding the District’s needs and defining a work plan, procedures, training, education, initiative, and responsiveness for satisfying those needs,
6. Price, and
7. Schedule compatibility with the District’s needs.

The District may request interviews with firms as a part of the assessment of qualifications.

**Evaluation Process and Criteria**
The proposal will be evaluated by District staff. Each proposal will be evaluated using the following criteria:

| Consultant Qualifications and Initial Schematic Design | 50% |
| Fees | 25% |
| Remaining Proposal Content | 25% |
| **Total Possible:** | **100%** |

The selected Consultant(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal. Consultants selected for an interview will be further evaluated based upon their oral presentation and understanding of the project. The selected Consultant will be provided a Professional Consultant Services Agreement for execution upon verification of any applicable insurance and license requirements.

**7.0 GENERAL CONDITIONS**

District reserves the right to:
1. Waive minor irregularities.
2. Modify or cancel the selection process or schedule at any time.
3. Negotiate with the second choice Consultant if it is unable to negotiate an acceptable contract with the first choice Consultant within a reasonable period of time.
4. Reject any and all proposals and to issue a new request for proposals when it is in the best interest of the District to do so.
5. Seek any clarification or additional information from Consultants as is deemed necessary to the evaluation of a response.
6. Judge the veracity, substance and relevance of the Consultants’ written or oral representations; including seeking and evaluating independent information on any of the Consultants’ works cited as relevant experience.
7. Contract with separate entities for various components of the services.

All expenses related to any Consultant’s response to the RFP, or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that Consultant. The District will not directly or indirectly assume responsibility for such costs except as otherwise provided by written agreement.
8.0 CONTRACT AND OTHER REQUIRED DOCUMENTS

Within 10 calendar days of the date of issuance by the District of the Notice of Award, the Consultant shall submit the following documents to the District:

1. A Consultant Services Agreement executed in duplicate by the successful firm (See Attachment 1).
2. Evidence of the required insurance coverage.
3. A completed Internal Revenue Form W-9.

Failure of the Consultant to make a timely submission to the District may result in a rescission of acceptance of the proposal by the District and in award of contract to another firm.

9.0 DISCLAIMERS

This RFP does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

The District reserves the right to accept or reject any or all proposals received, to negotiate with the qualified firm, or to cancel the RFP.

The District may require the firm to submit additional data or information the District deems necessary to substantiate the costs presented by the proposer. The District may also require the proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The District reserves the right to evaluate proposals for a period of 30 days.

10.0 DEADLINE FOR SUBMISSION OF PROPOSALS

The Consultant shall submit five (5) hard copies and a CD version of a PDF file, and one (1) copy of its cost proposal in a separately marked (clearly identifying the proposer) and sealed envelope to:

Mark R. Williams  
General Manager  
Las Gallinas Valley Sanitary District  
300 Smith Ranch Rd., San Rafael, CA 94903

To be considered, proposals must be received at the address in the above paragraph and by the proposal due date shown below. Proposals received after this date and time will not be accepted and will be returned to the proposer unopened unless necessary for identification purposes.

The following is the anticipated schedule for Consultant selection and contracting:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Meeting</td>
<td>September 6, 2016, 9:00 AM</td>
</tr>
<tr>
<td>Proposals Due:</td>
<td>1:00 PM, September 30, 2016</td>
</tr>
<tr>
<td>Interviews (if required):</td>
<td>October 4, 2016</td>
</tr>
<tr>
<td>Negotiations and Final Scope:</td>
<td>October 4-5, 2016</td>
</tr>
</tbody>
</table>
Award of Contract: October 13, 2016
Notice to Proceed: October 14, 2016
10% Submittal Board Presentation +30 calendar days after NTP, TBD
30% Submittal Board Presentation +30 calendar days after 10%, TBD
60% Submittal Board Presentation +30 calendar days after 30%, TBD
95% - 100% Design +60 calendar days after 60%
Bid Phase & Construction Phase ~1.5 years

11.0 CONTACT PERSON

Inquiries relating to this Request for Proposals and/or the required services should be directed to:

Michael P. Cortez, PE
District Engineer
Las Gallinas Valley Sanitary District
300 Smith Ranch Rd., San Rafael, CA 94903
Office: 415-472-1734; mcortez@lgvsd.org
Direct Line: 415-472-1033 ext. 18

12.0 ATTACHMENTS

ATTACHMENT 1 – Agreement For Consultation and Architectural Design Services. The Consultant selected to provide the scope of services shall use the District’s standard consultant services agreement. A copy of the template of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the District standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENT 2 – LGVSD Administration Building Floor Plans and Cross Section

ATTACHMENT 3 – LEED Compliance

ATTACHMENT 4 – Sustainable Approach

ATTACHMENT 5 – Future Active Learning and Interactive Area

ATTACHMENT 6 – Main Entrance and Parking Lot Site Plan

ATTACHMENT 7 – Temporary Parking Lot, Staff Offices, and Board Room During Construction Site Plan
ATTACHMENT 1

AGREEMENT
FOR CONSULTATION AND ARCHITECTURAL DESIGN SERVICES

LGVSD ADMINISTRATION BUILDING
(JOB NO. 12100-01)

THIS AGREEMENT made this ___ day of ______________, _______ by and between the LAS GALLINAS VALLEY SANITARY DISTRICT (hereinafter referred to as “District”), and ____________________________, whose address is ____________________________ (hereinafter referred to as “Consultant”);

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General
   DISTRICT engages CONSULTANT to furnish the services hereinafter mentioned upon the covenants and conditions of this Agreement, at the compensation herein stipulated, and CONSULTANT accepts said engagement upon said terms.

2. Duties of Consultant; Services to be Performed by Consultant
   CONSULTANT shall perform such duties and services as are listed on Exhibit A attached hereto, and is hereby referred to and made a part hereof by reference. Said services shall be completed according to the time schedule contained in Exhibit A.

3. Services or Materials to be Performed or Furnished by District
   DISTRICT shall perform such services or furnish such materials to CONSULTANT in connection with this Agreement as are set forth on Exhibit B. If there are no entries on said Exhibit B, DISTRICT, shall not be required to provide any services or furnish any materials to CONSULTANT. Unless otherwise provided on Exhibit B, all said services and materials to be furnished by DISTRICT will be without cost to CONSULTANT.

4. Payment by District: Time and Manner of Payment
   DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on Exhibit C. CONSULTANT agrees to accept said sum as full compensation for all services due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed ____________________ ($__________________). This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Work), and CONSULTANT has accurately determined the price of those tasks. At its sole discretion, DISTRICT may renegotiate and award other tasks outlined in CONSULTANT’S Proposal in response to DISTRICT’S RFP for LGVSD ADMINISTRATION BUILDING dated ________. 
5. Authorization To Perform Services

The CONSULTANT is not authorized to perform any services, or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the DISTRICT.

6. Additional Work

CONSULTANT shall be entitled to extra compensation for services or materials not otherwise required under this Agreement or described in Exhibit A, provided that DISTRICT shall first have identified the services or materials as extra, and requested such extra services or materials in writing, but in no event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT.

7. Professional Skill

CONSULTANT represents that it is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications that are legally required for CONSULTANT to practice its profession and that CONSULTANT shall, at its sole cost and expense, keep all such licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession in effect. DISTRICT relies upon the skill of CONSULTANT to do and perform its work in a skillful manner, and CONSULTANT agrees to thus perform its work, and the acceptance of its work by DISTRICT shall not operate as a release of CONSULTANT from said Agreement. For purposes of this Agreement, “skillful manner” shall mean the standard of care prevailing in the industry in the San Francisco Bay Area during the term of this Agreement.

8. Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, amnesty, physical handicap, medical condition, marital status or sex of such person as provided in Section 12940 of the Government Code.

9. Compliance with Laws

CONSULTANT shall comply with all federal, state and District laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. Any suit or action by either party shall be brought in the Superior Court for the County of Marin, California. The laws of the State of California shall govern this Agreement.

10. Independent Contractor; Not An Agent

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all
claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contributions and/or employee contributions for PERS benefits.

Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent or pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

11. Time

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT’S obligations pursuant to this Agreement.

12. Indemnity

CONSULTANT agrees to indemnify and save harmless and defend with counsel acceptable to DISTRICT, the DISTRICT, its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, suits, actions, costs, expenses, claims, causes of action and damages (including costs of defense) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by recklessness, the willful misconduct or negligent acts or omissions of CONSULTANT, its officers, employees, agents, consultants, subcontractors or any officer, agent or employee thereof but excluding liabilities due to the active negligence of the DISTRICT. By execution of this Agreement, CONSULTANT acknowledges and agrees that CONSULTANT has read and understands the provisions hereof and that this paragraph is a material element of consideration. DISTRICT and CONSULTANT agree that this Agreement is consistent with Section 2782.8 of the Civil Code.

13. Insurance: Public Liability, Workers’ Compensation, Errors and Omissions

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its officers, subcontractors, agents, representatives, or employees.

CONSULTANT shall be required to meet all District Insurance Requirements. See Exhibit D for District Insurance Requirements.

14. Consultant Professional Team

CONSULTANT shall provide and maintain the professional team to perform and furnish the materials in connection with this Agreement whose names and capacities are set forth on Exhibit E. In the event that any member of said team shall leave the employ of CONSULTANT or be transferred to another office of CONSULTANT, CONSULTANT shall so advise DISTRICT and replace that member with a new member who is competent to perform the required work and who shall be satisfactory to DISTRICT. Such other agents or employee contractors or subcontractors not listed on Exhibit E as may be required to perform any portion
of this Agreement shall be competent and shall be suitably experienced in the function which
they perform.

15. **Notices**

   Unless otherwise provided herein, all notices required hereunder shall be given by
certified mail, postage prepaid and addressed to the party at the address indicated in the opening
paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by
personal delivery to the party at said address.

16. **Title to Documents**

   All original calculations, photographs, maps, drawings, plans, design notes and other
material or documents developed or used in connection with the performance of this Agreement
shall be the property of DISTRICT provided, however, that CONSULTANT may provide
DISTRICT with legible photostatic copies thereof in lieu of the originals upon approval by
DISTRICT representative. All such material and documents shall remain confidential and may
not be divulged, published or shared by CONSULTANT without the prior written consent of
DISTRICT. Any plans and specifications shall bear the name of the CONSULTANT together
with his certificate number, if any. If CONSULTANT’S working papers or product includes
computer generated statistical material, CONSULTANT shall provide the material including the
data base upon which it is based to DISTRICT in a mutually agreed upon computer machine-
readable format and media.

17. **Assignment**

   Neither party shall assign or sublet any portion of this Agreement without the written
consent of the other party in writing.

18. **Termination**

   Without limitation to such rights or remedies as DISTRICT shall otherwise have by law,
DISTRICT shall also have the right to terminate this Agreement for any reason upon seven (7)
days’ written notice to CONSULTANT. This Agreement may also be terminated by either party
upon seven (7) days’ written notice should the other party fail substantially to perform in
accordance with this agreement through no fault of the other or if the project is stopped by
conditions beyond the control of the DISTRICT.

   In addition to terminating this Agreement if CONSULTANT materially breaches any of
the terms of this Agreement, DISTRICT’S remedies shall include, but not be limited to:

   - Retain the plans, specifications, drawings, reports, design documents, and any other
     work product prepared by CONSULTANT pursuant to this Agreement;
   - Retain a different consultant to complete the work described in Exhibit A not
     finished by CONSULTANT; and/or

   This description of DISTRICT’s remedies does not otherwise limit DISTRICT’s remedies
at law or equity.
19. **Entire Agreement; Amendment**

This writing constitutes the entire Agreement between the parties. Any prior agreements of any nature merge into this Agreement. No modification hereof shall be effective unless such modification is in writing signed by all parties to this Agreement.

20. **No-Waiver; Construction**

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

21. **Mediation**

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

22. **Attorney’s Fees**

If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

23. **Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DISTRICT and CONSULTANT survive the termination of this Agreement.

24. **Conflict of Interest**

CONSULTANT may serve other clients, providing that activities in the service of other clients do not place CONSULTANT in a “conflict of interest” as that term is defined in the Political Reform Act codified at California Government Code § 81000 et seq. or Section 1090 et seq. of the Government Code.

25. **Severability**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

26. **Consultant Nondisclosure**
a. CONSULTANT will not directly or indirectly use (other than for the DISTRICT), publish, or otherwise disclose at any time (except as CONSULTANT’S duties may require), either during or subsequent to the performance of consulting services, any of DISTRICT’s confidential information (whether or not conceived, originated, discovered, or developed in whole or in part by CONSULTANT) as defined below.

b. “Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as standard practice whether or not the underlying details are in the public domain, including without limitation:

- Information or material that relates to DISTRICT’S inventions, technological developments, “know how”, purchasing, accounting, merchandising or licensing;
- Trade secrets;
- Software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- Any information of the type described above that DISTRICT obtained from another party and that the DISTRICT treats as proprietary or designates as confidential, or is obligated to do so by virtue of a third-party agreement, whether or not owned or developed by the DISTRICT.

c. The obligations of confidentiality imposed herein will not apply to confidential information that:

- Is or has been generally available to the public by any means, through no fault of CONSULTANT and without breach of these provisions.
- Is or has been lawfully disclosed to CONSULTANT by a third party without an obligation of confidentiality being imposed upon CONSULTANT.
- Has been disclosed without restriction by the DISTRICT or by a third party owner of confidential information.
- Was required to be disclosed pursuant to law.

d. CONSULTANT agree to deliver to DISTRICT promptly on request, or on the date of termination of CONSULTANT’S services, all documents, software, including any copies, and other materials in CONSULTANT’S possession pertaining to the business of DISTRICT and originating with the DISTRICT that came into CONSULTANT’S possession.

e. The disclosure of confidential information shall not be construed as granting either a license under any patent, patent application or any right of ownership in said confidential information.

f. CONSULTANT acknowledges and agrees that in the event of a breach or threatened breach of any provisions of this Agreement, the DISTRICT shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving
damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

27. Additional Provisions, Exhibits

Additional provisions of this Agreement are set forth on **Exhibits A through Exhibit F**. All Exhibits shall be attached to, and are hereby referred to and made a part hereof by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**LAS GALLINAS VALLEY SANITARY DISTRICT**

By _____________________________________________  
Mark R. Williams, General Manager  Date

**CONSULTANT**

________________________________________________
Signature  Date

By _____________________________________________
Print Name  Title

NOTE: The following exhibits are hereby incorporated into this agreement by this reference:

- **Exhibit A**: Consultant Services (Scope of Work)
- **Exhibit B**: Services or Materials to be Performed or Furnished by District
- **Exhibit C**: Payment Schedule
- **Exhibit D**: District Insurance Requirements
- **Exhibit E**: Consultant Team
- **Exhibit F**: 1. Contractor/Consultant Safe Work Requirements  
  2. Confined Space Entry Program
Exhibit A

Consultant Services (Scope of Work)

(Placeholder)
Exhibit B

Services or Materials to be Performed or Furnished by District

1. Contract Documents – Bidding Forms, Contract Forms, and General Conditions
2. Construction management and inspection services.
Exhibit C

Payment Schedule

(Placeholder)
Exhibit D

District Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, sub-consultants, sub-contractors, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), Code 9 (hired) and 9 (non-owned).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Liability:</td>
<td>$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</td>
</tr>
<tr>
<td>(Including operations, products and completed operations, as applicable.)</td>
<td></td>
</tr>
<tr>
<td>2. Automobile Liability:</td>
<td>$1,000,000 per accident for bodily injury and property damage.</td>
</tr>
<tr>
<td>3. Employer’s Liability:</td>
<td>$1,000,000 per accident for bodily injury or disease.</td>
</tr>
<tr>
<td>4. Errors and Omissions Liability:</td>
<td>$1,000,000 per claim, and $2,000,000 aggregate.</td>
</tr>
</tbody>
</table>

Higher Limits of Insurance

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for higher limits maintained by the Consultant.

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

1. **Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with 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 or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. **Primary Coverage**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. **Notice of Cancellation**

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

4. **Waiver of Subrogation**

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

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **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 District.

7. **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

8. Verification of Coverage

Consultant shall furnish the District 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 District 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 District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

10. Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
Exhibit E

Consultant Team

(Placeholder)
Exhibit F

1. Safe Work Requirements
LAS GALLINAS VALLEY SANITARY DISTRICT

SAFE WORK REQUIREMENTS
Updated May 11, 2010

SAFETY POLICY

(Note: “Contractor” or “Subcontractor” whenever mentioned in this appendix shall also mean “Consultant” or “Subconsultant” respectively.)

Contractors and their subcontractors working for the Las Gallinas Valley Sanitary District shall comply with all applicable federal, state, and local safety orders in the performance of any work on District projects. In addition, Contractors and their subcontractors shall comply with all safety regulations and procedures listed in this Safe Work Requirements. Contractors shall take any additional precautions necessary to prevent injury or damage to persons, property, or interference with District operations.

Contractors shall be responsible for notifying employees, subcontractors, and invitees of these District Safe Work Requirements. No work within District facilities or on District contract work sites shall begin prior to such notification. Contractor shall not allow a new employee or new subcontractor to begin work on District projects without having conducted a full and proper safety orientation.

Contractors doing work at the Treatment Plant facility, lift stations or sewage conveyance systems shall schedule a safety orientation session for their site Superintendent and other Contractor-designated personnel with the Authorized District Representative prior to commencing work. The orientation session shall include emergency procedures, an explanation of applicable District safety policies, and any unique and inherent hazards of District facilities. It is then the responsibility of the Contractor's Superintendent or designated personnel to orient and so inform all personnel under the Contractor’s supervision.

The District may, in its sole discretion, either temporarily or permanently remove a Contractor’s employee from District work and/or terminate the Contractor’s right to proceed for any violation of applicable Cal/OSHA Construction Safety Orders or these District Safe Work Requirements.

DEFINITIONS

As used in this Safe Work Requirement, the following definitions are applicable:

A. PARTS AND MATERIALS:
All products, materials, devices, systems, or installations installed by Contractor shall have been approved, listed, labeled, or certified as conforming to applicable governmental or other nationally recognized standards, or applicable scientific principles.
The listing, labeling, or certification of conformity shall be based upon an evaluation performed by a person, firm, or entity with appropriate registered engineering competence; or by a person, firm, or entity, independent of the manufacturer or supplier of the product, with demonstrated competence in the field of such evaluation.

B. **CONTRACTOR**
Designates “Contractor”, “Contractors”, “Sub-Contractors”, “Suppliers”, and all employees of each.

C. **AUTHORIZED DISTRICT REPRESENTATIVE**
The District’s Authorized Representatives shall be the employee(s) designated by the District to be responsible for communicating with the Contractor.

D. **DISTRICT JURISDICTION**
For the purposes of these regulations, “District” Shall mean the Las Gallinas Valley Sanitary District.

E. **TREATMENT PLANT AND FACILITIES**
For the purposes of these regulations, “Treatment Plant & Facilities” shall include the District's Wastewater Treatment Plant, lift stations and sewage conveyance systems located within the boundaries of the District.

**EMERGENCY PROCEDURES**

A. **FIRST AID**
Contractors shall be responsible for providing first aid and medical treatment for their employees and for compliance with the first aid requirements of all applicable Cal/OSHA Construction Safety Orders.

Contractors shall be responsible for making prior arrangements for emergency medical care and for transportation of injured Contractor personnel.

B. **FIRE**
When work is being performed which generates sparks or open flames, the Contractor will provide a fire watch, a person trained in the use of appropriate firefighting equipment, whose only task is to observe and extinguish fires. A District “Hot Works” permit must be filled out and turned into the Collection System / Safety Manager, or General Manager when the Safety Manager is not available, when work is completed. Contractor shall ensure that appropriate fire extinguisher(s) are available at the specific work site for use in case of a fire. All Contractor’s employees shall be properly trained to use them.

In the event of a fire, Contractor shall immediately notify the nearest District employee, and if possible, call emergency (911) and give the location of the plant, which is 300 Smith Ranch Rd. San Rafael. A map of the wastewater plant is included in this policy. Refer to Attachment A.
BASIC SAFETY RESPONSIBILITIES AT DISTRICT FACILITIES

A. COMMUNICATION
Contractor shall maintain close communication with the Authorized District Representative. Contractors should sign-in at the office at the beginning and end of each day along with a headcount of crew members.

B. RESPONSIBILITY
Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, to:

1. All employees on the work site and other persons and organizations who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations (whether referred to herein or not) of any public agency having jurisdiction over the safety of persons or property, or the protection of persons from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and facilities when performance of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property and facilities.

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the District.

C. GENERAL SAFETY REGULATIONS
Basic Rules:
- Work shall not begin until the Contractor's personnel have been informed of the District's Safe Work Requirements and potential hazards. The District employee responsible for the project is responsible for advising the Contractor of the District’s Safe Work Requirements and potential hazards.
- All safety procedures applicable to the job being performed, including use of appropriate protection equipment, shall be followed.
- The Contractor’s personnel shall never operate, use, adjust, modify or relocate any District equipment, switches, valves, or other controls. The Authorized
District Representative must be contacted should operation, adjustment, modification, or relocation of District equipment be necessary.

- Contractor’s use of District instruments, tools, ladders, scaffolding or other equipment is not permitted except in cases of emergency as determined by a District supervisor or by permission from a senior Manager of the District.

- Drinking water shall be supplied by Contractor. **Do Not Drink Water from Hose Connections at any District Facility.**

1. Hose bib connections are located throughout the treatment plant. Most of these supply treated wastewater and may or may not be posted with signs reading “Do Not Drink.” In any case, **never** drink water from hose bibs or hoses.

2. Water lines throughout the treatment plant are color coded (when not stainless steel) and labeled as follows:
   - Recycle Water Piping: Purple
   - Domestic Water Piping: Blue
   - Service Water Piping (Plant Effluent): Gray

3. Hose connections may be used to wash down equipment. Never hose down electrical or heated equipment of any kind. If an employee has used a gray or purple water hose for wash down, he/she should immediately wash their hands in domestic water with soap.

- NEVER make any connection to any water line without first verifying with the Authorized District Representative that contamination of the water lines will not occur.

- Use of alcoholic beverages and/or illegal drugs by Contractor or any employee is strictly prohibited. Smoking within the plant is prohibited. Use of prescription or non-prescription drugs which interfere with the individual’s ability to work safely is also prohibited.

- Contractor shall advise the Authorized District Representative of any employee with any medical conditions that could put the employee in danger.

**Personal Protection Equipment:**

- Contractor shall be responsible for providing and assuring use by employees of all OSHA required protective equipment.

- Approved respiratory equipment shall be worn when the possibility of exposure to hazardous dusts, vapors, fumes, mists, or gases exists. In addition to all other safety regulations, pipes or conduit should be mechanically BLOWED off when being worked on. District safety procedures shall be followed when working on, but not limited to, the following systems:
  1) Natural gas and sludge gas (Methane)
  2) Ferrous Chloride
3) Polymer  
4) Hypochlorite  
5) Compressed Air  
6) Sodium Bisulfite  

- Contractor shall be responsible for determining the existence and location of such systems prior to commencement of work.

**Power Tools and Welding Equipment:**

- Gasoline and electrical powered hand tools shall be protected by approved ground fault circuit interrupters, or shall be double insulated. Cords shall be inspected daily prior to use. Damaged cords shall not be used on District work.

- Pneumatic driven power tools shall be disconnected from air lines when not in use. Hoses shall be inspected daily prior to use. Damaged hoses shall not be used on District work.

- Power tools shall be used only by trained personnel who have a valid license (when applicable, i.e., welding) in their possession. Proper warning signs shall be posted when these tools are in use.

- Electric and gas welding and cutting tools, including cords and gas hoses, shall be inspected daily prior to use. Damaged cords and gas hoses shall not be used on District work.

- Contractor and Contractor employees’ tools and equipment used on District work sites shall be in safe operating condition and shall conform to the requirements of Cal/OSHA regulations. All personnel using such tools shall be properly trained.

**D. Barricades and Signs for Traffic Control**

All Contractors, permittees, or agencies doing work for District which requires traffic control shall:

1) Install and maintain required traffic devices.  
2) Provide appropriately equipped flag persons when required.  
3) Provide adequate safeguards for workers and District personnel.  
4) Maintain access for District personnel to all District facilities.

All work on streets, roadways, or similar thoroughfares shall comply with the Federal Highway Administration’s “Manual on Uniform Traffic Control Devices for Streets and Highways” and any local ordinances. District Plant speed is **maximum** 10 mph.
A. **Confined Space Entry**

Confined spaces of all types exist throughout the District and throughout the plant and range from open trenches and manholes, to tanks, clarifiers and digesters. Contractors are required to meet Cal/OSHA safety standards for **CONFINED SPACE ENTRY OPERATIONS**, Title 8 Article 108 (Sections 5156-5159), or the most current CAL/OSHA applicable standards, and to provide a safe working environment for their employees. All Contractors directing or working in confined spaces are required to notify the Authorized District Representative. Contractors are responsible for all operations, testing, equipment calibration, ventilation, and entry per the Cal/OSHA standards. Contractors are responsible for all confined space permits and all appropriate equipment. Completed confined space permits are to be turned in to the District’s safety manager.

B. **Electrical Supply Systems**

The treatment plant’s Electrical Supply System consists of one 85KW digester/methane gas fired engine driven generator, one 500KW diesel oil engine driven standby generator and one 380 KW trailer mounted standby generator, and solar power. All electrical power generated in the plant and PG&E power (beyond their transformer) is 480 volt, 3 phase, 60 Hz electricity and is delivered to one 480 volt switchgear panel. This panel is interconnected by cables and protected by breakers, relays and monitoring devices.

Electricity is dispersed from the switchgear through breakers and cables to motor control centers (MCC’s), to power panels, to transformers (voltage reducers), to lighting panels and to motor driven pumps and equipment. Lockable control stations are located at each piece of equipment. 480 volt, 208 volt and 120 volt electricity is used in the plant. Contact the duty operator prior to working on any piece of electrical equipment. Electricity is hazardous and can burn or kill people.

All work on electrical systems shall be done in accordance with the State of California, CAL/OSHA, Article 33, Electrical Requirements for construction work, Low Voltage Electrical Safety Orders.

C. **Ferrous Chloride Systems - As of 04/2010 Ferrous Chloride is currently not being used**

The Ferric Chloride System consists of a large steel cylindrical (rubber lined) storage tank with loading and unloading nozzles, pressure relief valve and a positive displacement pump with feed rate adjustment. Shut-off valves are located before and after the pump. Before working on this system, close all valves and disconnect the pump from electricity.

Ferric Chloride is a dangerous chemical which will attack the skin, eyes and the mucous membranes of the mouth, throat and lungs. Contact the plant duty operator prior to working on this system.
D. **DIGESTER GAS SYSTEM**
The Digester Gas System consists of one steel tank, associated piping, compressors, flare, etc. Sludge is bacterially reduced in the tanks creating principally methane (CH) and other combustible hazardous gases, including hydrogen sulfide (H\textsubscript{2}S). Hydrogen sulfide is toxic at very low concentrations. These gases are contained by the tank covers and piping which is located on overhead racks, in pipe trenches and buried throughout the plant. The gases are burned in large engines driving generators to make electricity for the plant. Heat from the engines is captured and piped to the digesters to heat the sludge, speeding up the digestion process.

Digesters and the stored gases within them are hazardous. No smoking, cutting, or spark-generating equipment is allowed on or within ten feet of any digester. Contact the duty operator prior to working on digesters.

E. **HYPOCHLORITE SYSTEM**
Hypochlorite, or concentrated chlorine bleach (12.5%), is used to disinfect, or kill bacteria and virus in the final effluent (water) discharged from the plant. Two tanks, one 6,000 gallons and one 3,400 gallons are used to store hypochlorite. Piping, valves, pumps, strainers (filters) and flow measuring and control equipment make up the system. Hypochlorite will attack clothing, skin, eyes and mucous membranes of the nose, mouth, throat and lungs. Contact the duty operator prior to working on the hypochlorite system.

F. **SODIUM BISULFITE**
Sodium bisulfite is used when neutralizing sodium hypochlorite. Two tanks, one 4,000 gallons and one 2,500 gallons are used to store sodium bisulfite. Piping, valves, pumps, strainers (filters) and flow measuring and control equipment make up the system. Sodium bisulfite is an irritant to eyes, skin and mucous membranes. Inhalation of mist may cause irritation to respiratory tract. Contact the duty operator prior to working on the sodium bisulfite system.

G. **GENERAL HAZARDS**
Throughout District’s treatment plant and facilities there are a number of extremely hazardous elements that are dangerous. They include, but are not limited, to:

- Flammable gas and petroleum.
- H\textsubscript{2}S (hydrogen sulfite)
- Deep pools of liquid sewage which are rarely patrolled, and for which self-rescue is unlikely.
- Automatic start equipment.
- HBV (Hepatitis B Virus)
Exhibit F

2. Confined Space Entry Program
LAS GALLINAS VALLEY SANITARY DISTRICT
Confined Space Entry Program

INTRODUCTION 1
PERMIT-REQUIRED CONFINED SPACES 2
ALTERNATE ENTRY PROCEDURES 2
SPECIAL ENTRY PROCEDURES 3
THE ENTRY PERMIT SYSTEM 3
HOT WORK PERMIT 3

Table 1: Main Plant PRCS 4

Table 2: Reclamation, Collection System, and Pump Stations Permit Required Confined Spaces 5

DUTIES OF ENTRY TEAM 6
Entry Supervisor
Entrant
Attendant

PENTRY PROCEDURES 7
Pre-Entry
Entry
Post-Entry

RESCUE PROCEDURES 8
Self-Rescue
Non-Entry Rescue
Entry Rescue
Outside Rescue Services

NON-PERMIT CONFINED SPACES 9

CONTRACTORS 9

TRAINING 10

LGVSD CONFINED SPACE ENTRY PERMIT FORM 11

LGVSD HOT WORK PERMIT FORM 12
INTRODUCTION

The purpose of Las Gallinas Valley Sanitary District's confined space entry program is to protect employees who work in manholes, pump stations, tanks, or any other confined space that could expose employees to hazardous conditions or substances. The program establishes an entry permit system and procedures to ensure that potential hazards of each confined space are identified and evaluated and that appropriate safety precautions are taken before an employee enters the space.

Employees will be given an opportunity to participate in the development and implementation of LGVSD's confined space procedures. The program will be revised or procedures will be modified whenever suggestions or recommendations from employees would improve confined space safety.

The policies and procedures in this program are consistent with the requirements of Cal/OSHA General Industry Safety Orders, Title 8, Sections 5156 and 5157 and supersede previous confined space policies and procedures. The program applies to all employees who work in, or in connection with LGVSD confined spaces.

Confined spaces at LGVSD have been identified based on the definitions in Section 5157 as follows:

Confined Space is a space that:

1. Is large enough and so configured that an employee can bodily enter and perform assigned work; and
2. Has limited or restricted means for entry or exit; and
3. Is not designed for continuous employee occupancy.

Permit-Required Confined Space is a space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section; or
4. Contains any other recognized serious safety or health hazard.

Non-Permit Confined Space is a space that does not contain (or with respect to atmospheric hazards, has no potential to contain) any hazard capable of causing death or serious physical harm.

Employees who work in or in connection with confined spaces are required to follow the procedures described in this program and to take all the appropriate precautions to ensure that the work is performed safely. At no time should an employee enter a confined space or perform work in the space unless it can be done safely.
PERMIT-REQUIRED CONFINED SPACEs

The tables on pages B-4 and B-5 list confined spaces at LGVSD that require a permit to enter. Potential hazards associated with these spaces include engulfment, toxic gases, explosive or flammable gases, oxygen deficiency, electrical and mechanical hazards, and may under certain circumstances involve heat stress. Warning signs will be posted at wet wells and similar locations to inform employees that the space requires a permit to enter. To prevent unauthorized entry, each of these spaces will be secured.

Using the entry permit, a non-entry evaluation must be done so that potential hazards can be identified and the appropriate safety precautions taken. The types of hazards that may be encountered, pre-entry safety checks, and the types of safety equipment that will be used are entered on the permit. Only the person designated as the entry supervisor has the authority to authorize the entry permit. At least three employees are required for a permit-required confined space entry which would include an attendant and a standby rescuer.

The tables on pages B-4 and B-5 that list permit-required confined spaces at LGVSD are not all-inclusive. Other spaces may be determined to be permit-required after evaluating the conditions or circumstances of the entry. The type of work to be performed in the space could introduce hazards to an otherwise safe space. Working with flammable or toxic substances, welding or other hot work, or drifting vapors from outside sources would make a space hazardous or potentially hazardous and therefore require a permit to enter.

ALTERNATE ENTRY PROCEDURES
Alternate procedures are allowed in permit-required spaces where it can be demonstrated and documented that the only hazard or potential hazard is an atmospheric one, and that continuous forced air ventilation alone will maintain the space safe for entry. A trained, qualified employee may enter these confined spaces without an attendant or rescue preparations provided the following conditions are met.

1. All unsafe conditions are eliminated before the confined space cover is removed.
2. The entrance to the space is guarded with a railing or other type of barrier to prevent an accidental fall through the opening and to protect employee in the space.
3. The atmosphere is tested before entry in the following order: O2, LEL/LFL, H2S.
4. No entrance is made until hazardous atmosphere is eliminated.
5. There is no hazardous atmosphere when employees are in the space.
6. Continuous forced ventilation is used.
7. The air supply is clean and will not increase hazards.
8. The air supply is directed to area where employees are working.
9. The atmosphere is tested every 15 minutes to ensure a hazardous atmosphere is not developing.
10. Records of pre-entry and entry monitoring data and inspection data are maintained.
11. The entrant certifies, in writing, that the required pre-entry measures have been taken.
12. Monitoring and inspection data, and the certification information are made available to each employee entering the space.

If a hazardous atmosphere develops in the space, or other hazards arise, alternate procedures can no longer be used and the space must be reclassified as a fully permitted space.

SPECIAL ENTRY PROCEDURES
There are a few confined spaces at LGVSD that are not considered permit-required confined spaces. As far as can be determined, these spaces do not contain any known hazard. However, as a precautionary measure, employees are required to follow certain special procedures before entering these spaces.

1. Test the atmospheric conditions prior to entry.
2. If atmospheric conditions are acceptable, entry can be made.
3. If atmospheric conditions are not acceptable, use alternate procedures.
4. If any other hazardous condition exists, follow permit-required confined space procedures.

THE ENTRY PERMIT SYSTEM
Confined space entry permits are to be issued for a specific purpose, a specific work crew, and for a specified period of time. The entry permit is a written authorization of the location and type of work to be done. It also authorizes the personnel assigned to the job, and verifies that potential hazards have been evaluated and controlled or eliminated, that proper safety precautions have been taken, and it is safe for workers to enter. The permit must be kept at the work site (outside the space) for the duration of the work and cancelled after the work is completed.

HOT WORK PERMIT
A hot work permit must be issued for any work that produces heat, sparks or flame in a permit-required confined space. This includes but not limited to brazing, cutting, grinding, soldering, and welding.

TABLE 1: MAIN PLANT PERMIT-REQUIRED CONFINED SPACES (SEE NEXT PAGE)
<table>
<thead>
<tr>
<th>MAIN PLANT</th>
<th>Permit-Required</th>
<th>Alternate or Special Procedure</th>
<th>MAIN PLANT</th>
<th>Permit-Required</th>
<th>Alternate or Special Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marinwood Pump Station</td>
<td></td>
<td>Deep Bed Filter</td>
<td>PRE Wet Well Structure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre Wet Well Structure</td>
<td></td>
<td>Bypass Channel</td>
<td>Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td></td>
<td></td>
<td>Valve Pit</td>
<td></td>
<td>SP</td>
</tr>
<tr>
<td>Valve Pit</td>
<td></td>
<td></td>
<td>Flow Meter Pit (F1)</td>
<td></td>
<td>SP</td>
</tr>
<tr>
<td>Primary Clarifier</td>
<td></td>
<td>Weir Overflow Pit</td>
<td>Weir Overflow Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank</td>
<td></td>
<td></td>
<td>Scum Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scum Pit</td>
<td></td>
<td></td>
<td>Weir Overflow Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical Tank</td>
<td></td>
<td></td>
<td>Sodium Hydroxide Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methane Tank</td>
<td></td>
<td></td>
<td>Backwash Return Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methane Scrubber Tank</td>
<td></td>
<td></td>
<td>Digester Supernatant Pump Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Digester</td>
<td></td>
<td></td>
<td>Wet Well</td>
<td></td>
<td>SP</td>
</tr>
<tr>
<td>Secondary Digester</td>
<td></td>
<td></td>
<td>Valve Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank</td>
<td></td>
<td></td>
<td>Flow Meter Pit (F3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate Flow Meter Pit (F3)</td>
<td></td>
<td></td>
<td>Effluent Box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scum Pit</td>
<td></td>
<td></td>
<td>Filter Water Storage Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grease Storage Tank</td>
<td></td>
<td></td>
<td>Intermediate Clarifier East</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate Clarifier East</td>
<td></td>
<td></td>
<td>Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diversion Structure</td>
<td></td>
<td></td>
<td>Valve Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank</td>
<td></td>
<td></td>
<td>Chlorine Contact Chamber/DBF Backwash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scum Pit</td>
<td></td>
<td></td>
<td>Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weir Overflow Pit (2)</td>
<td></td>
<td></td>
<td>F4 Diversion Box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate Clarifier West</td>
<td></td>
<td></td>
<td>Pipe Inspection Manhole</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank</td>
<td></td>
<td></td>
<td>Plant Effluent Water Pump Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scum Pit</td>
<td></td>
<td></td>
<td>Bisulfite</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sludge Thickener</td>
<td></td>
<td></td>
<td>Weir Overflow Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sludge Thickener</td>
<td></td>
<td></td>
<td>Influent Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater Pump Station</td>
<td></td>
<td></td>
<td>Flow Meter Pit (F5)</td>
<td></td>
<td>SP</td>
</tr>
<tr>
<td>Primary Biofilter</td>
<td></td>
<td></td>
<td>Effluent Pipe Inspection Manhole</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump Pit Dry Well</td>
<td></td>
<td></td>
<td>Stormwater Pump Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td></td>
<td></td>
<td>Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underdrain</td>
<td></td>
<td></td>
<td>Miller Creek Plant Effluent Box Wet Well</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prim/Sec Biofilter Diversion Vault</td>
<td></td>
<td></td>
<td>Storm Ponds Pump Pit Wet Wells</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Biogas</td>
<td></td>
<td></td>
<td>Centrifuge Pit Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underdrain</td>
<td></td>
<td></td>
<td>DBF Effluent Box</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump Pit</td>
<td></td>
<td></td>
<td>MMWD Backwash Return Wet Wells (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Permit-Required</td>
<td>Alternate Procedure</td>
<td>Location</td>
<td>Permit-Required</td>
<td>Alternate Procedure</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>-----------------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td><strong>RECLAMATION PUMP STATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diversion box McInnis Park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underdrain</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underdrain</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underdrain</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meter Pit (F7)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclamation Pump Station</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow Meter Pit (P6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sludge Supernatant Pump Station</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dry Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pond Diversion Gate Boxes</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Pond Influent/Effluent Boxes</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Sludge Ponds (3)</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COLLECTION SYSTEM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mulligan All Manholes</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Air Release Valves</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Valve Boxes</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Hawthorne</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Venetia Harbor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Valves</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Venetia Harbor</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adrian Way</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Valves</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Descanso Way</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Valves</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McPhail</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Rafael Meadows</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Valves</td>
<td></td>
<td>•</td>
<td></td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Wet Well</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Pit</td>
<td>•</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SPECIAL ENTRY PROCEDURES (SP)**

1. Test atmospheric conditions prior to entry.
2. If atmospheric conditions are acceptable, entry can be made.
3. If atmospheric conditions are not acceptable, use alternate procedures.
4. If any other hazardous condition exists, follow permit-required confined space procedures.
DUTIES OF ENTRY TEAM

A permit-required confined space entry team will include an entry supervisor, entrant(s), and at least one attendant. Before an employee begins confined space work, the work must be authorized by the District Manager or Plant Superintendent. In the absence of the District Manager and Plant Superintendent, the designated employee-in-charge may authorize the work.

As long as each individual can fully perform his/her duties, an entry supervisor may be the same person as the entrant or the attendant. The safety precautions that should be taken with a permit-required confined space entry will vary depending on the types of hazards or potential hazards involved. Regardless of the types of hazards, it is the District's policy that in addition to an attendant, a standby rescuer must be part of the entry team.

Duties of Entry Supervisor

1. Verifies that acceptable entry conditions exist.
2. Ensures acceptable entry conditions are maintained.
3. Verifies that the information and procedures on the entry permit are accurate and complete.
4. Verifies that the equipment specified on the permit is in place and in good condition.
5. Reviews permit conditions and procedures with entrants and attendants.
6. Ensures unauthorized persons do not enter the space.
7. Signs the permit to authorize entry.
8. Cancels and files permit.

Duties of Entrant

1. Properly uses the safety equipment and tools supplied.
2. Promptly notifies the attendant if any prohibited condition exists or any warning signs or symptoms appear.
3. Quickly evacuates space if an order is given by the attendant or entry supervisor, if any prohibited condition is detected, or if an alarm is activated.
4. Maintains communication with the attendant to enable attendant to monitor status of space conditions and the entrants.
5. Adheres to the procedures and precautions indicated on the permit and provided in training.

Duties of Attendant

1. Remains outside the permit space until relieved by another attendant.
2. Maintains communication with entrants.
4. Monitors activities inside and outside the space.
5. Orders entrants to evacuate if a prohibited condition exists, or behavioral effects of hazardous exposure are detected, or activities outside space could endanger entrants, or attendant cannot effectively perform all required duties.
6. Ensures unauthorized persons stay away from the space.
7. Performs non-entry rescue procedures or initiates on-site rescue operations.
8. Summons additional rescue services, when needed.

ENTRY PROCEDURES

Pre-Entry

1. Notify other work groups or employees who may be affected by any interruption in service.
2. Determine (by entry supervisor or other qualified person) what hazards or potential hazards are within the confined space.
3. Check that all safety equipment is available and in good working condition.
4. Check that atmosphere monitoring equipment has been calibrated as recommended by manufacturer.
5. Without entering space:
   a) Test atmosphere and record readings on permit.
      Acceptable atmospheric conditions: Oxygen not less than 19.5% or more than 23.5%, LEL/LFL not more than 10%, H2S not more than 10 ppm, CO not more than 25 ppm.
   b) Ventilate the space or check that ventilation system is operating properly.
6. Ensure that all affected employees observe pre-entry atmospheric testing.
7. Set up barrier around entrance to prevent accidental falls and to protect employees from vehicles, or falling objects.
8. Check for physical hazards such as poor footing, structures and equipment that hinder movement, and extreme temperatures or humidity that could affect worker safety.
9. Secure and lock out all energy sources (electrical, mechanical, hydraulic, pneumatic, chemical) that are potentially hazardous to confined space workers. Follow lockout/tagout procedures.
10. Disconnect, blind, or block lines to prevent development of hazardous conditions.
11. Use continuous forced air ventilation. Ensure that there is no recirculation of exhausted air from blowers or the introduction of contaminants from the outside, such as traffic exhaust, or vapors or toxic substances from other areas. Place blowers at least 10 feet away from opening of space.
12. Entry supervisor reviews and authorizes entry permit if the space is safe to enter, and all preparatory steps required for safe entry have been taken.

Entry

1. Only employees who have been trained on LGVSD's confined space entry and work procedures are allowed to work in or around confined spaces.
2. Only the work activity specified on the authorized permit is to be performed in the confined space.
3. At least one attendant is required for confined space work.
4. If at any time during the performance of confined space work, dangerous atmospheric conditions develop, work must stop and the space evacuate immediately.
5. An attendant must be stationed outside the space at all times during the confined space operations and remain in constant communication with workers in the space.

6. The attendant must order evacuation of the space whenever:
   a) A condition not allowed on the permit is observed
   b) Unusual behavior is observed
   c) An outside situation endangers the confined space workers
   d) The attendant must leave the work station

7. The permit must be cancelled if the air becomes hazardous after entry.

8. Respiratory equipment must be worn whenever a safe atmosphere cannot be assured after implementing pre-entry procedures.

**Post-Entry**

The entry supervisor:

1. Cancels the permit by entering date and time of cancellation and signature.
2. On the reverse side of the permit, makes note of any problems encountered during entry operations.
3. Places the cancelled permit in the safety files.
4. Notifies the Plant Superintendent if any equipment, safety gear or tools need to be repaired or replaced.

**RESCUE PROCEDURES**

It is the District's policy that all employees who work in or in connection with confined spaces must be trained in rescue procedures. Members of a permit space entry team must be knowledgeable of the hazards or potential hazards, be able to recognize the signs and symptoms of exposure, be trained in the selection and use of personal protective equipment, and be certified in first-aid and cardiopulmonary resuscitation. Prior to each entry the team will plan and prepare for non-entry and entry rescues and ensure that at least one standby is immediately available to provide rescue services.

**Self-Rescue**

If possible, entrants should immediately leave the confined space:

1. When an alarm sounds.
2. At the first sign of any exposure symptoms.
3. When ordered to evacuate by attendant or entry supervisor.

**Non-Entry Rescue**

If entrants cannot immediately evacuate the space at the first sign of trouble, the attendant should attempt a non-entry rescue by retrieving the entrant using a harness and hoisting equipment. The
attendant must not enter the space unless relieved by another attendant. Retrieval systems must be used in vertical permit spaces more than 5 feet deep.

**Entry Rescue**

Rescuers are to assume that a hazardous atmosphere exists if an entrant has slurred speech, appears dizzy, disoriented, confused, unconscious, or displays any unusual behavior, or if communication with the entrant is lost. A self-contained breathing apparatus must be worn for entry rescues if a hazardous atmosphere is suspected or if there is any chance that it can develop. Call 911 for assistance or if specialized equipment is needed to remove a worker.

**Outside Rescue Services**

Although outside rescue services may be present at the time of the entry or summoned to give assistance and support in an emergency, members of the entry team must be prepared to give immediate assistance to any of the entrants who may need it.

**NON-PERMIT CONFINED SPACES**

All confined spaces are considered permit-required until pre-entry procedures demonstrate otherwise. A confined space may be designated a non-permit space, or a permit-required confined space may be reclassified a non-permit space if all hazards have been eliminated. Because atmospheric hazards are controlled with ventilation and not eliminated in spaces, these spaces cannot be classified as non-permit spaces.

**CONTRACTORS**

Contractors and subcontractors who plan to work in LGVSD confined spaces will be given all available information on LGVSD confined space hazards, the permit system, and entry procedures. Contractors are required to use a permit system for entry into LGVSD permit-required confined spaces. Contractors are also required to coordinate work and entry activities whenever LGVSD employees and contractor employees will be working in or near the permit spaces.

At the conclusion of the contractor's work, the LGVSD supervisor in charge will debrief the contractor to determine if any hazards were encountered or created during entry.

**TRAINING**

All employees who work in or around confined spaces must be trained before performing any confined space work. At a minimum, the training will include:
1. Hazards of confined spaces.
2. Signs and symptoms of hazard exposure.
3. Duties of entrant, attendant, and entry supervisor.
4. Pre-entry and entry procedures.
5. LGVSD confined space permit system.
6. Selection and use of personal protective equipment.
7. Atmosphere test equipment.
8. Rescue procedures and equipment.
9. First Aid.

In addition, employees involved in confined space work will participate in simulated rescue operations at least once per year. Review training will be provided whenever the need is indicated, such as changes in procedures, introduction of new equipment, the hiring of new employees or whenever deficiencies in implementing the program are observed.

Training records will be maintained which will include names and signatures of trainees and trainers, dates and content of training. These records will be made available for inspection to employees or their representatives.
| Entry Supervisor: __________________________ |
| Authorized Attendants and Initials          | Authorized Entrant and Initials: __________________________ |

Note: Indicate which attendant is assigned standby rescue duties. Initial of attendants and entrants indicate they understand their assignments, responsibilities and duties.

### Pre-Entry Checks (complete before obtaining work authorization):

- Notified other work groups.
- Notified office personnel.
- Checked that entry team training is current.
- Reviewed entry procedures with team.
- Set up barrier at entrance to space.
- Checked that gas detection equipment calibration is current.
- Performed pre-entry atmosphere tests.
- Checked ventilation system.
- Checked for physical hazards.
- Secured and locked out energy sources.
- Blocked or disconnected lines.
- Discussed potential hazards with team.
- Reviewed emergency response procedures.
- Obtained condition of safety equipment.
- Obtained work authorization signatures.

### Potential Hazards:

- Oxygen deficiency
- Oxygen enrichment
- Flammable gases or vapors
- Toxic gases or vapors
- Mechanical hazards
- Electrical hazards
- Engulfment/entrapment
- Noise
- Heat/Cold
- Falls
- Falling objects
- Other

### Safety Equipment:

- Gas detection equipment
- Safety harness
- Safety line
- Wristlets
- Hoisting equipment
- Manhole hook
- Barricades, cones, tape
- Portable blower and hose
- Explosion-proof lighting
- Non-sparking tools
- Tool bucket and line
- Ladder
- First aid kit
- Fire extinguisher
- Radio communication equipment
- Cell phone
- SCBA
- Hard hat
- Goggles, face shield
- Gloves
- Rain suit
- Rubber boots
- Other

### Hot Work:

Does the entry involve hot work? □ Yes □ No

If Yes, complete and attach a hot work permit.

### Special Instructions:

### Monitoring Data:
Record monitoring data at 15-minute intervals on the reverse side of this permit.

### Acceptable Atmospheric Conditions:
Oxygen not less than 19.5% or more than 23.5%, LEL/LFL/not more than 10%, H<sub>2</sub>S not more than 10 ppm.
**Monitoring Data:** Monitor continuously and record data at 15-minute intervals.

<table>
<thead>
<tr>
<th>Time</th>
<th>LEL</th>
<th>O₂</th>
<th>H₂S</th>
<th>CO</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;10%</td>
<td>&gt; 19.5%, &lt;23.5%</td>
<td>&lt;10 ppm</td>
<td>&lt;25 ppm</td>
<td></td>
</tr>
</tbody>
</table>

Record the time when a worker(s) initially enters the space and each exit and entry thereafter.

<table>
<thead>
<tr>
<th>Name</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Entry</td>
</tr>
</tbody>
</table>

ConfinedSpace Permit Back
LGVSD HOT WORK PERMIT

This form is to be filled out by employee before performing hot work.

Name:_____________________________________________________________________________________________

Date:___________________ Time:________________ Location of job:________________________________________

Detailed description of job:____________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

YES            NO

1. If the job is planned to be done indoors, can it be done outdoors or in the welding shop? □ □
   If yes, move to one of these locations.

2. have all combustible materials (solids, liquids, gases) been removed from the work area? □ □

3. Are there any gas lines or other lines carrying combustible/flammable materials? □ □

4. If yes, have all lines be disconnected, blanked or otherwise protected? □ □

5. Has atmospheric test data been collected in the work area? □ □

6. Is a fire watch needed for this job? □ □

7. Is a fire extinguisher or water hose available and ready to use at the job site? □ □

8. Can flame or sparks ignite materials in work area or on lower floors or levels? □ □

9. Are non-flammable tarps used to cover combustibles in the work area? □ □

10. Have affected employees reviewed or given specific safety instructions? □ □

11. Have screens been set up in the work area? □ □

Special precautions to be taken:________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

have reviewed and approved this permit:________________________________________________________________________

Date:___________________ Time:________________

Signature of District Manager

Please make note of any actions taken based on the above responses.
Outdoor Experiment Interactive Area

Lunch Room & Patio

Covered Patio

Classroom & Interactive Area (third floor)

Board Room (second floor)

Staff Offices, Control Room & Lab (first floor)
ATTACHMENT 3 - LEED COMPLIANCE

Figures 1 & 2: Natural Lighting

Figure 3: Open Space
Figures 1 & 2: Water Features Using Recycled Water
See what's playing on your favorite water channel below!

- Sewer Drama
- Flush Music
- Water Jeopardy
- Around the House in 80 Drips