

AGREEMENT TO PROVIDE ON-CALL WATER WELL, PUMP, AND MOTOR REHABILITATION AND REPAIR SERVICES

THIS AGREEMENT is made and entered into this 17th day of August, 2021 by and between Weber Water Resources CA, LLC (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 28, 2021, the City issued Request for Proposal No. 21-059, by which it sought a qualified contractor to provide on-call water well, pump, and motor rehabilitation and repair services for the Water Resources Division of the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-059.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-059, which is attached as Exhibit A and incorporated in full, and as further described in Contractor’s Proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Contractor is one of three (3) contractors selected to provide services on an as-needed basis under RFP 21-059. The total compensation for services provided by all contractors selected under RFP 21-059 shall not exceed the shared aggregate amount of three million two hundred fifty thousand dollars and zero cents (\$3,250,000) during the term of this agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of

proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on August 16, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Contractor is or employs a licensed professional such as an architect or engineer:** Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per claim with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Contractor pursuant to this section:**
 - (i) Contractor shall maintain all insurance required above in full force and

- effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by contractor, without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees,

for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: Weber Water Resources CA, LLC
2073 Railroad Street
Corona, CA 92880
Attn: Don Rice, General Manager

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior

written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

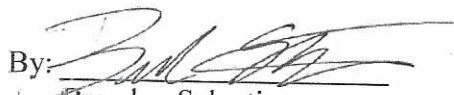
CITY OF SANTA ANA

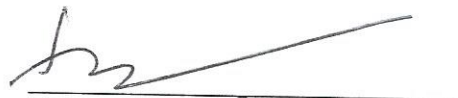
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
Brandon Salvatierra
Deputy City Attorney


Name: Don Rice
Title: G.m.

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

CITY OF SANTA ANA
RFP NO.: 21-059
WATER WELL, PUMP AND MOTOR REHABILITATION AND REPAIR SERVICES

Appendix
ATTACHMENT 1: SCOPE OF WORK

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SCOPE OF WORK

INTRODUCTION AND BACKGROUND

The City of Santa Ana is soliciting proposals from qualified firms to provide on-call water well, pump and motor rehabilitation and repair services on an as-needed basis.

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones.

WORK DESCRIPTION

The Contractor shall provide water well casing, pump and motor rehabilitation, repair, and replacement related services for the City of Santa Ana at various locations within the City. The work shall include routine and emergency pump pulling and installations, well casing repairs and installations, water well rehabilitations, well video inspections, and/or repair services on various types of pumps on an as-needed basis.

The Contractor shall provide all necessary supervision, labor, materials, tools, transportation and equipment to perform pump pulling and installations, water well and booster rehabilitations, well casing repairs and installations, water well video inspections and chemical treatments, electric motor repairs, electric motor rewindings, sound attenuation, and repair services on various types of pumps and motors, on an as assigned basis, at various locations throughout the City.

The Contractor shall provide transportation for its heavy duty equipment, such as, but not limited to, drilling rig, pump rig, flatbed truck, boom truck, tractor trailer, to and from Contractor's facility to each Water Production worksite. All electric motor repair work shall be transported by the Contractor to an Electrical Apparatus Service Association's (EASA) Accredited Member facility for repair and returned to the City when repairs are complete.

The Contractor shall make adequate provisions for the disposal of water pumping from the well during redevelopment and/or test pumping. All water discharged during these events shall be in compliance with the City's National Pollutant Discharge Elimination System (NPDES) permits and Orange County Flood Control District permits. It shall be the Contractor's responsibility to propose a method to discharge water that is NPDES compliant and may include methods such as water detention through storage tanks or other conforming strategies.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes and project schedules, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

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CONTRACTOR RESPONSIBILITIES

The Contractor's services shall include, but are not necessarily limited to, the following:

1. PUMP AND MOTOR REMOVAL SERVICE

The Contractor shall be qualified to perform water well pump and booster pump removals. At the initial setup for pulling a pump, the Contractor shall perform lockout/tagout of the electrical and hydraulic systems and shall disconnect all electrical wiring and appurtenance necessary for the pulling of a deep well pump or a booster pump. The motor, discharge head, submersible cables, column, bowl assembly, strainer, and airline shall be removed by the Contractor. All parts and components shall be inspected closely for excessive cracks, corrosion, holes, wear, or any type of damage which would necessitate repairs or replacement parts. Bore holes shall not be left unattended. The Contractor shall provide equipment necessary (with a lockable design) for closing off any bore holes left unattended.

2. PUMP AND MOTOR RE-INSTALLATION SERVICE

The Contractor shall be qualified to perform pump and motor installation services including all electrical re-installations. The Contractor shall adequately chlorinate the pump assembly prior to installation. After the completion of any rehabilitation work and or repairs, the Contractor shall install the bowl assembly, column, shaft, submersible cable or oil tubing, discharge head, motor and all electrical components associated with and not limited to leads, torqueing to specifications, etc. Witness test shall be performed by City staff. All incidental materials shall be furnished by the Contractor.

3. WELL VIDEO SURVEY SERVICE

The Contractor shall be qualified to perform water well video inspections using color video equipment with side scan and down-hole survey views. Videos shall be provided to the City in a universal serial bus (USB) format and recorded in high definition resolution. Ability to perform these surveys at high resolutions will be given higher consideration. The Contractor shall allow water to flow into the well for a 24 to 48 hour time period in advance of the video survey to produce clear viewing conditions.

The video survey unit shall simultaneously transpose the City's name, well name, footage and the date of inspection on the monitor screen and the video record. A footage counter/recorder shall read in feet and be accurate within two (2) percent of the actual footage.

The video survey camera shall be capable of right angle or normal downhole viewing with a change in camera lens or mechanical movement of the camera. At the direction of the City, the Contractor must be able to provide right angle viewing to view any casing section in a direct elevation view. The video camera shall be capable of providing both vertical and horizontal (side) viewing of the entire casing as it descends into the well.

The Contractor shall also submit a written report to accompany the video survey log, documenting the survey date, static water level, perforation depth intervals and conditions, and total well depth along with photos. The Contractor shall provide information in the report regarding any type of damage to the well casing or issues encountered during the well video survey.

4. WELL TREATMENT SERVICE

The Contractor shall be qualified to provide well treatment services. To perform these tasks, the Contractor shall have the capability to perform mineral analysis, chemical treatment, water quality testing, zone

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testing, well casing patches and similar casing repairs/improvements, and mechanical treatment on well casings. All chemicals used in treating wells shall be State approved for the purpose intended, must be National Sanitation Foundation (NSF) approved, and Public Works approved for quantity and concentration. Disinfection of the wells is required in accordance with American Water Works Association (AWWA) C654 – Standard Disinfection of Wells.

The Contractor's estimates shall include the type and concentration of chemicals (acids, inhibitors, polymers, neutralizers, etc.) to be used; the typical appropriate contact time for the chemicals; and the typical procedure for introducing, mixing, and neutralizing chemicals in the well. In addition, the name(s) and phone numbers of any company(ies) that will supply the treatment chemicals shall be provided. Completed Material Safety Data Sheets (MSDS) for all chemicals used shall include the methods of mechanical treatment (dual swab, wire/nylon brush, sonar jetting, etc.).

The Contractor shall perform wire brushing and it shall be carried out in manner as to clean the casing louvers/perforations and to remove scale and tubercles attached to the wall of the casing. After wire brushing, the well shall be allowed to sit for 24 to 48 hours and sediment fill shall be removed from the bottom of the well to the maximum extent possible using a bailer or scow or equivalent retrieval device.

All bailed material (water and sediment) shall be placed in steel drums or appropriate containers. The sediment, after separation from the water, shall be placed in the containers, properly labeled, and eventually removed from the well site for disposal by the Contractor. All bailed material shall be properly disposed of by the Contractor.

5. PUMP AND MOTOR REHABILITATION SERVICE

The Contractor shall provide rehabilitation services when requested by the City. The Contractor shall rehabilitate one or more of the following pump units:

- Submersibles
- Horizontal split case
- Vertical turbines

Rehabilitation of all pumps and motors may include, but not limited to:

- Line shafts
- Bearings
- Right-angle-gears
- Housing/frame
- Column pipe
- Seals
- Impellers
- Rotor shaft
- Power/control cable attachments
- Thermal/moisture sensors
- Vibrational analysis (include report)
- All other appurtenant components

Upon request, the Contractor shall submit a written proposal to the City for the services described herein. The Contractor shall also include the performance pump curves, manual specifications, and detailed information regarding the new proposed pump and motor within the proposal package. **The Contractor**

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shall also provide a construction project schedule for each given task order regarding rehabilitation services. All rehabilitation work shall be subject to the Project Manager's written approval prior to commencing any work by the Contractor.

6. ELECTRIC MOTOR REPAIR AND REFURBISHMENT

The successful Contractor shall provide all transportation, labor, materials, tests and equipment, delivery/pick up for the repair and refurbishment of electric motors and perform any recondition or rewiring as necessary to return the equipment fully operational. **All electric motor repair shall be done in an EASA Accredited Member service shop, no exceptions.**

a. **All work shall be in accordance with the Electrical Apparatus Service Association's (EASA) Recommended Practice, AR100-2020 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus.** The Contractor shall provide a list of approved vendors upon request.

b. **Work shall be in conformance with standards set by, but not limited to, the following organizations:**

1. Underwriters Laboratories (UL)
 - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
 - b. Contractor's shop or his sub-contractor's shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

c. Recondition/Repair of Electric Motors

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, assembly, testing and painting and at minimum include the following:

i. Pre-Disassembly Test

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the City. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the City.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e. shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading

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and surge comparison test as received. The City shall be notified if acceptable criteria are not met.

ii. Motor Disassembly

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

iii. Motor Inspection

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post test.

iv. Mechanical Fit

1. Measure the bearing bores, shells, housings and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2020. Machine work shall be approved by the Project Manager before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Project Manager. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. The Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used.

v. Rotor Balancing

1. All rotors of motors rated at 50 HP/3600/1800 RPM and above shall be dynamically balanced, with the rotor running at rated speed where practical, but not less than 600 RPM in the balance stand. The balancing speed shall also be rapid enough so the balance machine sensitivity can reliably measure the maximum allowable residual unbalance.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.

vi. Motor Leads

Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

vii. Insulation

1. Windings shall be double-dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

viii. Final Test

1. A 1000 volt meg-ohm meter shall be used to verify insulation continuity. **This reading shall be 100 meg-ohms or greater and documented.** After reassembly, motor shall be test-run at rated

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voltage and frequency. No load voltage and phase currents shall be recorded. Vibration mills displacement shall be measured and recorded in the horizontal, vertical and axial planes on both ends of the motor, or top and bottom of vertical motors and documentation of current reading and vibration readings shall be provided to the Project Manager.

2. A 5KV meg-ohm meter shall be used to verify insulation continuity of all 4160V motors.

ix. Paint

1. Exterior of motor shall be properly cleaned of rust and foreign material, prime painted and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors. Windings shall not be painted.

x. Incidentals

1. In the event that the motor is in poor condition and cannot be repaired, reconditioned or made as new, the Contractor shall notify the Project Manager or Designee immediately.
2. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

7. REWINDING OF ELECTRIC MOTORS

When rewinding is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

a. Pre-Disassembly Test

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 5 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e. shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading and surge comparison test as received. The Project Manager shall be notified if acceptable criteria are not met.

b. Stripping

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burn-out temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Project Manager prior to proceeding forward.

c. Winding

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Project Manager. NEMA Class H insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and **prior to resin treatment**, windings will be surge-comparison tested and the results documented.

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2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double-dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the City. This shall be done prior to installation into the stator.

d. Motor Leads

Motor leads shall be replaced as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.

e. Insulation

Windings shall be double-dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one minute test result of 1000 meg-ohms or better.

f. Final Test

A 1000 volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be 100 meg-ohms or greater and documented. After reassembly, motor shall be test-run at full voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall rebuild and retest until all tests are approved by the City.

8. WELL PUMPING REDEVELOPMENT SERVICES

Following mechanical redevelopment, the City may elect to have Contractor proceed with pumping redevelopment which shall consist of intermittent pumping and surging of the well and discharging to waste via permitted storm drain channels. The Contractor shall make adequate provisions for the disposal of water pumped from the well during redevelopment and/or test pumping. Such provisions shall include, but not be limited to, furnishing and installing discharge piping from the pumping unit of sufficient size and length to conduct water to a point as designated by the City and upon request providing temporary storage tanks to contain the discharge.

The Contractor shall also furnish acceptable orifices, meters or other approved devices, which will accurately measure the pumping rate. Upon request, an airline complete with properly calibrated gage shall be provided by the Contractor to measure the elevation of water in the well. Contractor may be required to collect pumped groundwater into sedimentation tanks prior to discharge to a storm drain in order to comply with the waste discharge requirements of the regulating agency(s). Redevelopment records shall be maintained showing production rate, total acre footage discharged, and all other pertinent information concerning well development.

9. PRODUCTION TESTING OF REHABILITATED WELLS

Upon request, the Contractor shall provide production testing of rehabilitated and or new wells to determine the optimum rate of pumping and shall include a step drawdown test and a constant-rate discharge test in accordance with AWWA A100-20 standards (latest edition). Prior to the start of the step drawdown test, a period of at least 24 hours of non-pumping conditions shall be met following the pumping development work. The Contractor shall provide qualified personnel during the step-drawdown and constant-rate discharge test and shall ensure proper operation of the pumping test equipment and assist in water level monitoring if requested by the City.

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a. Discharge Water

1. Discharge water shall be conveyed from the pump to the point of discharge at the well site. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or water disposal site, or to nearby lands and/or streets.
2. The Contractor shall provide all piping and discharge lines. The point of discharge location will be provided by the City and the Contractor will be responsible for all devices and piping to convey the water to that discharge point.
3. No fluids will be permitted to flow offsite (except to proper drainage facilities) or to properties not owned by the City. All discharges will meet the requirements of the City's NPDES permits and Orange County Flood Control permits.

b. Step-Drawdown Test

1. Prior to starting the step-drawdown test in the well, the static water level shall be measured. The well shall be "step" tested at rates determined by the City. The step-drawdown test for the well is estimated to require approximately 12 pumping hours with each step being 3 to 4 hours in duration unless specified otherwise.
2. The Contractor shall operate the pump and change the discharge as directed by the City. Both a gate valve and an engine throttle shall control the discharge of the pump unless specified otherwise. The discharge shall be controlled and maintained at approximately the desired discharge for each step with an accuracy of plus or minus five (5) percent.
3. Pump discharge shall be measured with an instantaneous flow meter dial and a totalizer meter and stopwatch, as approved by the City. Both an air-line and electric sounder shall be furnished by the Contractor for water level measurements. During the step-drawdown test, the Contractor shall record sand content measurements at 30-minute intervals.

c. Constant Rate Discharge Test

1. After a 24-hour recovery period from the end of the step-drawdown test, the City may request the Contractor to perform a constant-rate discharge test. This test shall be run for a period of 24 hours, or until the pumping level remains constant for at least 4 hours, or until the City terminates the test. A recovery period of 24 hours shall follow the termination of the constant-rate discharge test, at which time the City will collect residual drawdown (recovery) data.
2. During the constant-rate discharge test, the Contractor shall also conduct the final sand content testing. The sand content shall be determined by averaging the results of samples collected at the following times during the final pumping test:
 - i. Five (5) minutes after start of the test
 - ii. After 1/4 of the total planned test time has elapsed
 - iii. After 1/2 of the time has elapsed
 - iv. After 3/4 of the time has elapsed
 - v. Near the end of the pumping test

d. Aborted Tests

1. Whenever continuous pumping at a uniform rate has been specified, failure of pumping operations for a period greater than one (1) percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level.
2. Recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test, except that if any three (3) successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately.
3. The City shall be the sole judge as to whether this latter condition exists.

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e. Records

1. The Contractor shall keep accurate records of the pumping test of the well and furnish copies of all records to the City upon completion of the test. The records shall also be available to the City for inspection at any time during the test. The records shall include physical data describing the construction features such as, but not limited to:
 - i. Well depth and diameter
 - ii. Complete screen description
 - iii. Length and setting
 - iv. A description of the measuring point and its measured height above land surface and/or mean sea level
 - v. The methods used in measuring water levels and pumping rates
2. The Contractor shall also keep records on the type of pumping equipment used at the well site including engines, drive components, bowls, lines, and shafts. The Contractor will keep records of operation of equipment during the test including engine rpm and horsepower, fuel use, and other essential information that will be useful in designing a pump system.

10. MACHINE WORK

Upon request, the Contractor shall provide machine work services. Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, customized (1) - 2" coupling at the base of the discharge head, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, discharge heads, and pump shafts.

11. DOCUMENTATION

All rehabilitations, repairs, and installations shall be supplemented with reports and documentation that provides accurate details about the new installation or repairs (including a pump and motor schematics and pump performance curves). Within ten (10) business days of completing a full rehabilitation, the Contractor shall provide these documents to the City for review. All new pump and motor installations shall come with plaques that maintain up-to-date and accurate information regarding the performance and capacity of the units.

Documentation shall include, but is not limited to, the following:

- a. Pre-Disassembly Testing report for all activities as described.
- b. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
- c. Motor Disassembly report, including photo documentation before and after cleaning.
- d. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
- e. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
- f. Rotor balancing report as specified.
- g. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
- h. Final test report as specified.
- i. Pump Reconditioning report as specified.
- j. Pump curve and pump/motor schematic.

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All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

12. MINIMUM QUALIFICATIONS

- a. All electric motor repair shops shall be EASA Accredited and shall provide a copy of the certification upon request by the City. **Failure to provide a sub-contractor that is an EASA Accredited Member as a part of the proposal may be grounds for proposal rejection.**
- b. Contractor or Contractor's subcontractor shall be certified as an UL Facility and shall provide a copy of the certification upon request by the City.
- c. Contractor shall be responsible for obtaining all original equipment manufacturer (OEM) technical documents, drawings and parts when necessary.
- d. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating and testing capabilities necessary to completely refurbish/rewind electric motors.
- e. Equipment used for inspecting, calibrating and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to National Institute of Standards and Technology (NIST) standards where applicable.

13. SECURITY REQUIREMENTS

Public Works Agency field representative will unlock the Public Works Agency facilities entry gates on the first day of work to allow Contractor access. Contractor shall then supply their own padlock(s) for some entry gates as specified by the Public Works Agency. Contractor's padlock(s) shall lock onto the Public Works Agency's padlock connecting to the chain-link, which enables both the Public Works Agency field representative and Contractor to unlock the entry gates. After completion of work, padlock(s) shall be removed by the Contractor.

Contractor and/or subcontractors shall notify the Public Works Agency field representative upon arrival and departure to or from jobsite.

14. PARTS, MATERIALS AND WARRANTIES

The Public Works Agency will reimburse the Contractor for the cost of repair parts, materials, and replacement equipment, plus 15 percent markup, provided the Contractor has obtained the City's prior written approval of Contractor's written estimate. All replacement equipment shall be approved by the Public Works Agency prior to the purchasing of the equipment. The Contractor shall provide manufacturer documentation to the Public Works Agency for any replacement equipment. The Contractor shall submit an invoice with attached applicable receipts for a particular job to the Project Manager.

The Contractor shall assure that all materials, parts, and workmanship supplied shall be free from original or developed defects. Contractor shall provide a minimum of one year warranty for materials and parts and thirty days on workmanship. Should original or developed defects and/or failures appear within the minimum warranty of one year after work completion, Contractor shall, at its expense, rectify such defects and/or failures and make all replacements and adjustments that are required.

Corrective work shall be performed by the Contractor and given the highest priority after Public Works Agency's notification to do so, and shall be completed to the satisfaction of the Project Manager. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the Project Manager.

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15. AS-NEEDED REPAIRS

At the direction of Project Manager, the Contractor shall provide a written estimate including labor and parts, materials and equipment needed to perform the As-Needed Repairs. Upon written approval from the Project Manager, the Contractor shall perform the As-Needed Repairs.

At its sole and absolute discretion, Public Works Agency reserves the right to accept or reject the quote provided.

16. VALUE ADDED SERVICES

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

Additional work/locations may be added during the Contract period. Upon request by the Project Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates submitted. The Contractor shall be paid for additional work/locations in accordance with the rates submitted. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation the additional work/location(s) may be added to the Contract by amendment or change order.

17. STORAGE FACILITIES

The Public Works Agency will not provide storage facilities for the Contractor. The Public Works Agency will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment on the jobsite.

18. CLEANING AND RESTORATION OF SITES

The Contractor shall visually inspect the site during and after work is performed for liquid spills, oil and grease deposits, hard water strains, debris, trash, refuse, etc. Upon request, the Contractor shall provide professional cleaning services to remove persistent deposits such as oil and grease stains by means of pressure washing and chemical cleaning with detergents, caustic sodas, etc. that are eco-friendly. The sites shall be cleaned and restored to previous if not better condition after any well rehabilitation work performed that requires dismantling, installing or fabricating.

The Contractor shall be responsible for the following:

1. Liquid and oil deposits

The Contractor is responsible during the duration of the job to contain and clean up any types of spills or leaks. This pertains to equipment, vehicles, tools, etc. Spill containment and or absorbent ground tarp is required for equipment stored on site over long periods of time. All containers of fuel, solvents and or chemicals shall be stored on spill containment berms or secondary containment.

2. Materials

The Contractor is responsible for the removal of all used materials through the duration and completion of the job, and all debris derived from these services shall be removed from City property. Disposal shall be at the Contractor's expense and that includes but is not limited to debris, trash, refuse, etc.

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3. Restrooms

When applicable, the Contractor shall furnish their own restroom facilities and are responsible for said facilities onsite.

4. Storm Water Pollution Prevention (SWPP)

The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the City's NPDES permit.

5. Site Maintenance

The Contractor shall maintain the site and keep the premises free from accumulation of waste material and the Contractor shall remove all rubbish, implements, surplus material, and temporary facilities generated by the work.

6. Cleanup

The Contractor is responsible for leaving the work area free of all debris generated by this work at the end of each workday and for final cleanup when the job is completed.

The City shall perform inspections of the site prior to the work being performed and identify the conditions of concerns if any remain during and after the work is completed.

19. SPECIAL SAFETY REQUIREMENTS

All Contractor's operators shall to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works job sites.

20. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

Contractor and or Contractor's subcontractors must possess and maintain the following active and valid licenses as applicable to individual subcontractor:

1. State of California Water Well Drilling Contractor's C-57 License or Contractor's "A" License.
2. State of California Limited Specialty Contractor's C-61, subcategory Machinery and Pump Contractor's D-21 License.
3. Have a minimum of five years of experience performing groundwater wells and pump pulling services. If a Subcontractor is used, Subcontractor must also have a minimum of five years of experience performing services as stated above. Also, the Contractor's project manager(s), and Subcontractor's project manager(s), if any, must have a minimum of five years of experience performing groundwater wells, pump pulling services, video inspections and/or motor repairs. In addition, the Contractor's project manager(s) and Subcontractor's project manager(s), if any, must have the following certifications:
 - State of California Division of Occupational Safety and Health Administration Hazardous Waste Operations Emergency Response (HAZWOPER) Certification
 - National Ground Water Association (NGWA) Certification - Pump Installation
 - Electrical Apparatus Service Association (EASA) Accredited Member Status

Provide all labor, equipment, materials, tools, and supervision required to perform as-needed pump pulling

EXHIBIT B



**Water Well, Pump and Motor Rehabilitation
and Repair Services
RFPNO.: 21-059**



**2073 Railroad Street
Corona, CA 92878
P: 909-383-5837
WeberWaterResources.com**



May 26th, 2021

City of Santa Ana
Public Works Agency
220 S. Daisy Avenue, Bldg A
Santa Ana, CA 92703

Re: Proposal for Water Well, Pump and Motor Rehabilitation and Repair Services

Dear Armando Fernandez, P.E., Project Manager:

Weber Water Resources CA, LLC, ("Weber") is pleased to submit to you our proposal for the Water Well, Pump and Motor Rehabilitation and Repair Services.

Included within this proposal is the necessary information and in the format as requested in the RFP. Weber has reviewed Attachment 4: Standard Agreement and has no objections. Contractor and any listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public works contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.

Weber will adhere to all federal laws and regulations notwithstanding an state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. Upon request, Weber shall allow authorized federal, state, county and the City of Santa Ana's official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project.

Weber will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Weber will comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

Weber shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Our team is very excited about this project and hope we will have the opportunity to share our team's experience with you in person soon. This proposal shall remain valid for 120 calendar days from the date of submittal.

Sincerely,

Don Rice, General Manager
2073 Railroad Street,
Corona, CA 92880
P: (909) 383-5837
EIN: 45-4230746
Weber Water Resources CA, LLC



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California Contractor's Licenses
Weber holds the following California ROC licenses:

Weber Water Resources Licenses	
970199	Contractors License
C-57	Water Well Drilling
D-21	Machinery/Pumps
A	General Engineering Contractor

Services Provided:

Well Pump Service

- Vertical turbine
- Submersible
- Preventative Maintenance
- Aquifer Testing
- Video Surveys
- Booster Pumps

Well Rehabilitation

- Brush and bail
- Chemical treatment
- Sonar jet
- Airlifting/jetting

Well Drilling

- New well construction
- Modifications
- Abandonment
- Rotary drilling

ABOUT WEBER WATER RESOURCES CA

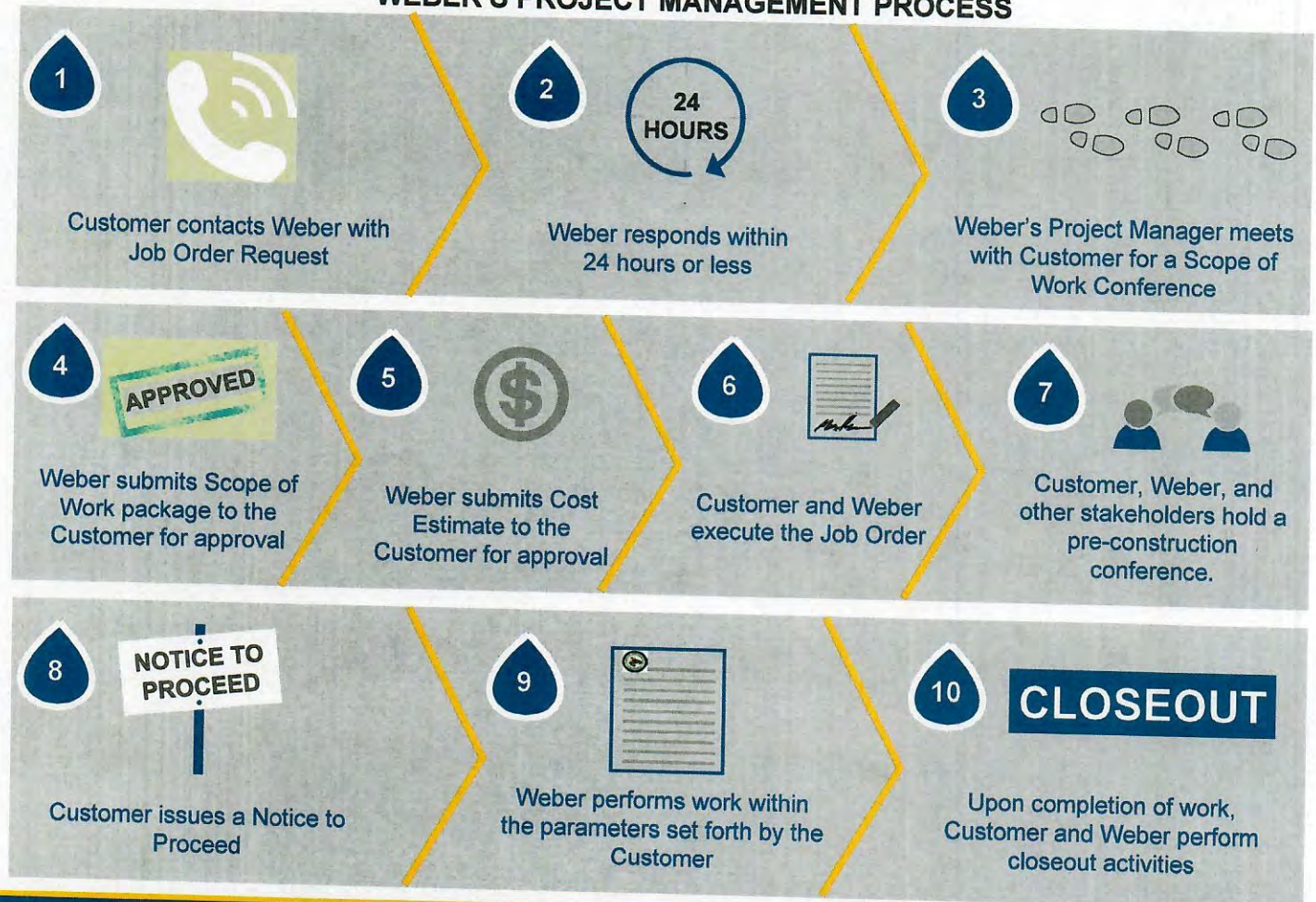
Location of Principal Office

The Weber Water Resources CA, LLC Headquarters is located at 2073 Street, Corona, CA 92880

Project Contacts:

Don Rice - General Manager - Primary Contact (909)361-2014
Jose Villanueva - Project Manager - Secondary (951)215-5481

WEBER'S PROJECT MANAGEMENT PROCESS



Weber currently performs well and booster station repair and maintenance under service contracts for multi-municipal and industrial clients. These processes include the importance of submitting estimates and obtaining PO numbers, supplying vendor invoices, referencing the your work authorization numbers on all invoices, and detailed completion packages at project closeout.

Weber is uniquely positioned to execute a broad spectrum of service. Weber has a staff of more than 70 that includes construction managers, estimators, schedulers, superintendents, crew members and office support staff that work in areas of well and booster pump service, well site construction, electrical, instrumentation, and controls as well as the drilling of water wells. Weber has the equipment and personnel to deliver production on a fast schedule project or emergency basis. The equipment includes 9 pump rigs, 8 crane trucks, 8 cable tool rigs, 2 reverse rotary drill rigs, support trucks and multiple full service machine shops. The equipment and personnel will allow Weber to deliver on your specific needs.

Description of Company

Weber has been providing innovative and strategic water resource solutions to its clients throughout California. Weber has a unique business model unrivaled by any competitor. Our firm is the only contractor that self performs all major components of water resource infrastructure project. Weber's in-house capabilities allow for the delivery of an agencies' vital assets with a lower initial capitalization and increased ROI. Additionally, Weber is able to help reduce long term operational costs by focusing on the constructibility and serviceability of an asset.

Weber's services include large diameter production well drilling, well rehabilitations, pump sales and service, electrical instrumentation and control, and water plant general contracting work. Weber's seven core values serve as the foundation to our employees that enable the organization to be successful.

1. Customer Service
2. Honesty/Integrity
3. Safety
4. Adaptability
5. Personal & Professional Development
6. Innovation
7. Youth Philanthropy

Our commitment to customer service is what separates Weber from the competition. With three locations throughout the Southwest, Weber is able to meet the needs of a demanding industry. Markets served include municipal, industrial, wastewater and mining throughout the Southwest.

Weber is proud of the continuous efforts of everyone within the organization to cultivate and advance a culture of safety. We employ a safety coordinator whose sole responsibility is safety. He alone is not able to establish the culture. In fact, the focus on safety is the responsibilities of all within the company and starts at the individual level. Weber has implemented several requirements to ensure a safe working environment including mandatory bi-weekly, company-wide safety meetings and daily job Safety Analysis reports (JSA that come in form of a Pre-Task Planning report. Pre-Task Planning gives the crew opportunity to asses the day's work process, potential hazards, required tooling and equipment to safely complete the task at hand. All crew members must sign-off on the Pre-Task Planning form. The results of Weber's focus on safety is visible in many ways.





Statement of Qualifications:

Weber has read the RFP and understands that the City is seeking one or two experienced contractor(s) to provide pump and well maintenance. Our qualified staff maintains the necessary qualifications and certifications to perform the scope of work outlined in the RFP.

Weber has the capabilities to self perform a broad scope of services which includes four divisions:

- New Well Construction
- Pump & Well Service/Repair
- Electrical & Instrumentation
- General Contracting

Our clients' satisfaction is of paramount importance. Weber's goal is to create long standing relationships with our clients. This is created by performing professional and industry leading service consistently.

Specific services include: well pump service, aquifer testing, video surveys, well rehabilitation, chemical treatment, airlifting, well drilling, well modifications, abandonment, booster pump service, preventative maintenance, electrical services, motor controls, and diagnostics.

Safety Program – Weber is proud of the continuous efforts of everyone within the organization to cultivate and advance a culture of safety. We have a complete safety program in place and we employ a safety coordinator whose sole responsibility is safety. Our Emod history is as follows:

5/1/2021	.64
5/1/2020	.81
5/1/2019	.69

End of Statement of Qualifications



Key Personnel:

Marty Weber, Chief Executive Officer:

Professional individual offering extensive knowledge in the water resource industry with the ability to problem solve, coordinate, delegate and manage projects and resources effectively. Eighteen years of field and management experience in cable tool, hollow stem auger and rotary drilling, and pump installations. Eight years of field experience includes new well installation and design, pump repairs, well abandonments, acidization, cementing and various rehabilitation procedures. Ten years of management experience, initially directing all of operations, and now CEO. Certifications/Licenses: Contractors License's in Arizona, California, and Nevada, Well Drillers Licenses in California, Arizona and Utah.

Don Rice, General Manager:

Performance-driven, customer focused manager with a history of more than 20 years fostering mutually beneficial partnerships with customers to maintain their highest level of satisfaction. Extensive experience collaborating with customers and internal resources ensuring that our customers' expectations are met each and every time we provide services. Demonstrated ability to learn and teach new concepts, easily adapt to change and manage multiple simultaneous tasks.

Mike Haslam, Drilling Manager

Mike started in the well drilling industry in 1977 and has extensive experience in all aspects including procedures, equipment well design and construction in Hawaii, California, Nevada, Utah, Arizona, New Mexico, and Mississippi. He served as a helper for one year, driller for seven years, field supervisor for 15 years, operations manager for three years, and project manager, estimator for 12 years.

Jose Villanueva, Operations Superintendent:

Jose started his career at Weber Water Resources 10 years ago as a helper on a cable tool rig. Jose was motivated and determined to become a Cable Tool rig operator and with the Weber training provided, Jose became one of the organizations best Operators performing well drilling, well modification, chemical rehabilitations, brush/bailing, airlifting, and liner installations. In addition to the Cable Tool rig, Jose operates a pump rig and can perform aquifer testing. His wide range of field experience and dedication to perform work efficiently and safely has allowed him to successfully manage personnel and projects.

Tony McBee, Senior Sales/Project Manager:

Tony's experience spans over 30 years in the water and wastewater industry. His experience with pumping plant equipment includes installation of new equipment, repair of existing equipment, applications and engineering, design-build and project management primarily in deep-well, booster and process equipment applications. Through his experience, he has worked with numerous engineering firms, pump manufacturers' engineers and technicians building long-standing relationships with several municipal and industrial clients.



Ron (Jake) Arriola, Machinist:

Jake has 10 years of experience within the water resources industry performing detailed inspections and repairs on deep well turbine, submersible, booster, centrifugal, and split case pumps, electrical cable splicing, fabricated heads, and performing failure analysis. Jake's knowledge of the internal parts of a pump system allows him to refurbish the pumps by ear ringing impellers and fabrication of specific pump parts. Certification/Licenses: CDL Class A License with HAZMat Endorsement, OSHA Fork Lift License.

Jeff Talkington, Safety Coordinator:

Jeff has 9 years of experience in the water resources industry. Jeff joined Weber Water Resources in July 2012 and is responsible for the company's safety program which includes monitoring for regulatory compliance, conducting safety training and assessments, and creating a strong safety culture. Jeff's former experience includes well drilling development, wastewater applications and soil/water sampling. Jeff is a graduate of Northern Arizona University.

Weber Water Resources takes great pride in safety and training for our field/shop employees. Annually, Weber employees undergo 1400 hours of training. Certifications range from OSHA 40, HAZWOPPER, confined space, and crane certifications. Each of our operators undergoes training for a minimum of 2 years before being assigned the responsibility of operating a crew and rig.

Each of our operators has various strengths relative to the scope of work required for our customers. Operators are assigned based on their commensurate experience and expertise relative to the scope of work required. Weber's approach to work begins with the Project Manager who reviews the scope to gain a clear understanding of what is required. Following the scope review, communication between the Project Manager and customer takes place to review the project schedule and clear anything that was not in the scope or that requires clarification. Once the schedule begins, the Operational Superintendent assists the Project Manager with the project oversight and communication with the customer to ensure we stay on schedule.

End of Key Personnel



Project Approach/Methodology

Weber Water Resources CA, LLC ("Weber Water Resources"), a limited liability company, has been providing the widest range of water resources solutions with the lowest risk to clients for nine (9) years. Weber Water Resources has two (2) additional locations in Arizona providing service for over 100 years. Weber Water Resources is able to partner with public and private clients to achieve the most desirable results possible.

When problems are present, solutions are what Weber Water Resources provides. Our unique approach to handling our clientele's needs is showcased through our project manager's ability to develop a personal relationship with each client to better understand the needs and scope of each project. A plan tailored to deliver maximum results is overseen by your project manager from inception to completion. Within 24 hours our firm can mobilize and deploy to a request for emergency service.

With a state-of-the-art database to track essential components of your water system infrastructure, documented quality control processes and over 1400 hours annually of continual education among staff, Weber Water Resources truly provides solutions in the water resource industry at the lowest risk possible.

Weber Water Resources is organized internally specifically for the multiple-project and timely construction nature of on-call projects. Within our recent experience, we have completed multiple on-call contracts that entail the maintenance and service for municipalities and county requirements and have demonstrated capacity to perform the required services. Also, the proposed team at Weber Water Resources has successfully completed the construction and installation of projects with similar scopes of work as outlined within the RFP.

With a staff of more than 70 employees, Weber Water Resources has the resources to support your project needs. Tony McBee will lead the project to ensure the work is completed correctly and timely. Tony has more than 30+ years of experience in the water and wastewater industry. His experience with pumping plant equipment includes installation of new equipment, repair of existing equipment, applications and engineering, design-build and project management in deep-well vertical turbines, booster and process equipment applications.

Weber Water Resources machine shop is located within our 10,000 sq. foot facility in Corona, CA. Our machining capabilities allow us to perform the necessary tasks required to support pump repairs, including turning, boring, threading (internal and external), drilling and milling operations. In addition to disassembly, inspection, prep and assembly work, typical shop work involves fabrication of shafting, enclosing tubes, bearings and restoring casings (bowls and impellers) to their original or specific tolerances.

Weber's approach to each project is to tailor a specific plan to achieve maximum results with the ultimate goal of maximizing the life of the clients' asset. Each project starts with a meeting between the Project Manager and Client. The Project Manager will gather all historical documentation, including recent changes to pumping production, water levels and/or water quality to help provide an appropriate remedy to maximize the well yield. The Project Manager will evaluate the documentation and conditions present. Upon completion of the Project Managers evaluation, a detailed scope of work will be provided to the District. Weber will communicate throughout the project to ensure the District personnel is aware of progress. Upon completion of the work, Weber will conduct a post-project inquiry with the District to better understand how we performed. We want to capitalize on the areas we excel in and improve any areas where the client was not satisfied – if present.

CITY OF SANTA ANA
RFP NO.: 21-059
WATER WELL, PUMP AND MOTOR REHABILITATION AND REPAIR SERVICES

APPENDIX

ATTACHMENT 3: PROPOSER'S REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: City of Riverside Contact Individual: Adam Keeline
Address: 3900 Main St. Riverside, CA Phone Number: (951) 538-6870
92501 Facsimile Number: _____
Contract Amount: \$598,348 Year: 2021

Description of supplies, equipment, or services provided:

Garner 7 & Raub 8 - furnishing all labor, equipment, appliances, and materials in addition to performing all operations in connection with rehabilitation, redevelopment, and testing.

Reference

Customer Name: California American Water Contact Individual: Alissa Kispersky
Address: 511 Forest Lodge Rd. #100, Phone Number: (831) 241-3162
Pacific Grove, CA 93950 Facsimile Number: _____
Contract Amount: \$181,258 Year: 2019

Description of supplies, equipment, or services provided:

Luzern Well Rehab - DUAL SWAB/PUMP DEVELOPMENT, FURNISH, INSTALL, REMOVE TEST

Reference

Customer Name: Golden State Water Company Contact Individual: Justin Brown
Address: 630 E Foothill Blvd, San Dimas Phone Number: (805) 260-0870
CA 91773 Facsimile Number: _____
Contract Amount: \$189,850 Year: 2019

Description of supplies, equipment, or services provided:

Mira Flores #7 - FURNISH, INSTALL, REMOVE TEST PUMP, DUAL SWAB/PUMP DEVELOPMENT

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Reference

Customer Name: California American Water

Contact Individual: Matt Leasecki

Address: 511 Forest Lodge Rd. #100,

Phone Number: (916) 27-4740

Pacific Grove, CA 93950

Facsimile Number: _____

Contract Amount: \$197,882

Year: 2019

Description of supplies, equipment, or services provided:

Crenshaw Well - Dual Swab/Development, Furnish + Install

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

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NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 
Title: General Manager
Firm: Weber Water Resources
Date: 5/26/21

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NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

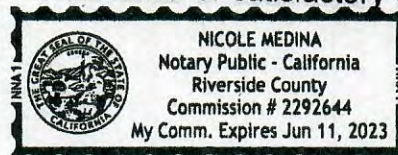
Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 26th day of May, 2021, by Don Rice, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Nicole Medina
Notary Public Signature



Notary Public Seal

CITY OF SANTA ANA
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NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 

Title: General Manager

Firm: Weber Water Resources CA, LLC.

Date: 5/26/21

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GENERAL	UNIT	QUANTITY	PRICE	TOTAL
Removal of motor, discharge head & pump ¹	LS	1	\$16,475	\$16,475
Installation of motor, discharge head & pump	LS	1	\$16,475	\$16,475
New bowls performance certification	EA	1	\$2,500	\$2,500
Water well disinfection	EA	1	\$15,000	\$15,000
Step drawdown test , Constant, Install/Remove TP	EA	1	\$48,000	\$48,000
Sound attenuation ⁵	LS	1	\$25,000	\$25,000
PUMP WORK				
New complete pump with 2,800 GPM at 280 feet TH, high efficiency (83.1%) or better ²	EA	1	\$10,295	\$10,295
12-inch 5 feet column & collar	EA	2	\$385	\$770
12-inch 10-feet column & collar	EA	27	\$550	\$14,850
12-inch threaded bronze retainers	EA	28	\$235	\$6,580
Rubber line shaft bearings	EA	28	\$12	\$336
10-foot 1 15/16-inch head shaft	EA	1	\$335	\$335
10-feet 416 SS 1 15/16-inch line shaft & coupling	EA	27	\$380	\$10,260
5-foot 416 1 15/16-inch line shaft	EA	2	\$266	\$532
1 15/16-inch 416 SS shaft couplings	EA	2	\$45	\$90
12-inch 20 feet suction pipe	EA	1	\$965	\$965
SS 12-inch suction cone strainer	EA	1	\$550	\$550
300' of SS sounding tube ⁴	FT	300	\$1,340	\$1,340
Sounding Kit	EA	1		
MOTOR WORK				
New complete 250 HP, 460VAC, 3Ph, 60Hz or equal ²	EA	1	\$21,480	\$21,480
Top Bearings	EA	1	\$1,500	\$1,500
Bottom Bearings	EA	1	\$1,500	\$1,500
Two band heaters 115v, 115 Watt	LS	1	\$872	\$872
Three coil thermostat NC or NO	LS	1	\$604	\$604
Set of tin plated copper terminals or lugs	LS	1	\$87	\$87
Tellus 68 oil	LS	1	\$268	\$268
WELL WORK				
Mobilization & Demobilization	LS	1	\$10,483	\$10,483
Under Water video of well (before/after)	EA	2	\$1,200	\$2,400

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Wire brushing of well section under water & perforations (1080 feet)	EA	1	\$10,700	\$10,700
Chemical treatment during wire brushing (optional) ³	LS	1	\$42,000	\$42,000
Bail & dispose of all dirt & debris (if needed)	LS	1	\$3,083	\$3,083
SONAR Jet of perforations (1015 Feet)	LS	1	\$7,135	\$7,135
TOTAL				\$272,465

Proposed new pump: Make: Flowserve, Model No.: 15EHM, GPM: 2,800, TDH: 280', Eff.: 83%

1. Contractor must include all costs involved in accessing the equipment including removal of pump through the building hatch and or working around building roof and hatch. Please refer to Appendix A for a site map as reference.
2. Contractor to provide pump curve, lead time for procurement of parts along with turn around/completion date.
3. Chemical treatment during wire brushing will not be used in the evaluation of the bids. If chemical treatment is applied, the bid price must include cost of the chemicals, chemicals handling (application & mixing), used chemicals neutralization and disposal.
4. New Stainless Steel line for sounding will be provided and installed, with necessary mounting brackets, and one gauge calibrated for sounding.
5. Sound attenuation shall be required for major work. Sound attenuation for engine noise shall be limited to a maximum of 75 dB(A) at 23 feet when operating at full rated load. Sound proofing solution to be approved by the Project Manager.

Contractor shall submit additional labor, material and equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials.

BIDDER INFORMATION:

Legal Company Name: Weber Water Resources CA, LLC

Complete address: 2073 Railroad Street, Corona CA 92703

Phone Number: (909) 383-5837

Email Address: drice@WeberWaterResources.com

Authorized Signature: 

Name: Don Rice

Title: General Manager



May 25, 2021

Juan Ramirez
City of Santa Ana
Water Resources Production Supervisor
(714) 647-3377

RE: Well No 33 Chemical Application

Dear Juan,

Weber Water is proposing the use of HCT NSF chemical. If the chemical option is needed, Weber Water would use 770 gallons of Water Solve BC with 30-35% active peroxide equivalent to 5% of the well volume.

Weber Water will mix chemical above ground and inject through a dual swab zone tool in 20-foot sections throughout the well. The well will then be brushed at a rate of 1 minute per foot. Weber Water will allow 48 hours of contact time followed by a post chemical video.

Regards,

Jose Villanueva
(951) 215-5481

weberwaterresources.com

P: 909.383.5837 | F: 909.386.1259
2073 Railroad Street, Corona, CA 92880

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
 Product name : **WaterSolv BC**
 Product code : 11639

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Descaler
 Cleaner

1.3. Details of the supplier of the safety data sheet

HercChemTech, LLC
 7032 East Cortez Road
 Scottsdale, AZ 85254-5123 - USA
 T (480) 650-6955

1.4. Emergency telephone number

Emergency number : (480) 650-6955

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Ox. Liq. 1 H271
 Acute Tox. 4 (Oral) H302
 Acute Tox. 4 (Inhalation:dust,mist) H332
 Skin Corr. 1B H314
 Eye Dam. 1 H318

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms



GHS03



GHS05



GHS07

Signal word

: Danger

Hazard statements

: May cause fire or explosion; strong oxidizer.
 Harmful if swallowed or if inhaled.
 Causes severe skin burns and eye damage.
 Causes serious eye damage.
 : Keep away from heat, hot surfaces, open flames, sparks. - No smoking.
 Keep/Store away from combustible materials.
 Take any precaution to avoid mixing with combustible materials.
 Do not breathe mist.
 Avoid breathing mist.
 Wash hands and forearms thoroughly after handling.
 Do not eat, drink or smoke when using this product.
 Use only outdoors or in a well-ventilated area.
 Wear eye protection, face protection, protective clothing, protective gloves.
 Wear fire/flammable resistant/retardant clothing.
 If swallowed: Call a POISON CENTER if you feel unwell.
 If swallowed: rinse mouth. Do NOT induce vomiting.
 If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 If inhaled: Remove person to fresh air and keep comfortable for breathing.
 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 If on clothing: Rinse immediately contaminated clothing and skin with plenty of water before

WaterSolv BC

Safety Data Sheet

removing clothes.

Immediately call a POISON CENTER or doctor/physician.

Call a POISON CENTER/doctor/physician if you feel unwell.

Specific treatment (see the emergency and first aid section of this Safety Data Sheet on this label).

Rinse mouth.

Wash contaminated clothing before reuse.

In case of fire: Use Water spray or fog. to extinguish.

In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Store locked up.

Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Hazard not otherwise classified (HNOC)

No additional information available

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

(NOTE: If component displays the * (asterisk) symbol, the following statement applies.)

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

Full text of H-phrases: see section 16

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
hydrogen peroxide	(CAS No) 7722-84-1	30 - 35	Ox. Liq. 1, H271 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation), H332 Skin Corr. 1A, H314
glycolic acid	(CAS No) 79-14-1	5 - 10	Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation), H332 Skin Corr. 1B, H314

(NOTE: If component displays the * (asterisk) symbol, the following statement applies.)

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general	: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
First-aid measures after inhalation	: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.
First-aid measures after skin contact	: Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Immediately call a POISON CENTER or doctor/physician.
First-aid measures after eye contact	: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.
First-aid measures after ingestion	: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries	: If you feel unwell, seek medical advice.
Symptoms/injuries after inhalation	: Harmful if inhaled.
Symptoms/injuries after skin contact	: Causes burns/corrosion of the skin.
Symptoms/injuries after eye contact	: Causes serious eye damage.
Symptoms/injuries after ingestion	: Harmful if swallowed. Burns to the gastric/intestinal mucosa.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Water spray or fog.
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WaterSolv BC

Safety Data Sheet

5.2. Special hazards arising from the substance or mixture

Fire hazard : May cause fire or explosion; strong oxidizer.

5.3. Advice for firefighters

Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.

Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

Other information : No additional information available.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use special care to avoid static electric charges. Isolate from fire, if possible, without unnecessary risk.

6.1.1. For non-emergency personnel

Protective equipment : Protective goggles.
Protective clothing.
Flame retardant protective clothing.

Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment : Equip cleanup crew with proper protection.

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

For containment : Contain released substance, pump into suitable containers. Plug the leak, cut off the supply. Dilute combustible/toxic gases/vapors with water spray.

Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials. Wash down leftovers with plenty of water. Wash clothing and equipment after handling.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Do not get in eyes, on skin, or on clothing. Do not breathe mist. Ensure good ventilation of the work station. Handle and open the container with care. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Observe normal hygiene standards. Provide local exhaust or general room ventilation. Take precautionary measures against static discharge. Use only outdoors or in a well-ventilated area. Use personal protective equipment as required.

Hygiene measures : Do not eat, drink or smoke when using this product. Wash contaminated clothing before reuse. Wash hands and forearms thoroughly after handling. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Provide local exhaust or general room ventilation. Take precautionary measures against static discharge. Comply with applicable regulations.

Incompatible products : Strong bases. Organic materials.

Incompatible materials : Combustible materials.

Heat-ignition : KEEP SUBSTANCE AWAY FROM: heat sources. ignition sources.

Storage area : Store in a cool, dry well-ventilated area. Keep container tightly closed when not in use.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

hydrogen peroxide (7722-84-1)		
ACGIH	ACGIH TWA (ppm)	1 ppm
OSHA	OSHA PEL (TWA) (mg/m ³)	1.4 mg/m ³

WaterSolv BC

Safety Data Sheet

hydrogen peroxide (7722-84-1)		
OSHA	OSHA PEL (TWA) (ppm)	1 ppm

8.2. Exposure controls

Personal protective equipment	: Avoid all unnecessary exposure.
Hand protection	: Wear protective gloves.
Eye protection	: Chemical goggles or face shield.
Skin and body protection	: Wear suitable protective clothing.
Respiratory protection	: Where exposure through inhalation may occur from use, respiratory protection equipment is recommended. In case of insufficient ventilation, wear suitable respiratory equipment.
Appropriate engineering controls	: Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Color	: Colorless
Odor	: Mild
Odor threshold	: No data available
pH	: 1.4 - 2.4
Melting point	: No data available
Freezing point	: < 0 °C
Boiling point	: > 100 °C
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Vapor pressure	: No data available
Vapor density	: No data available
Specific Gravity @ 77° F	: 1.128 - 1.148
Solubility	: Soluble in water.
Partition Coefficient n-Octanol-Water	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available

9.2. Other information

VOC content	: 0 g/l
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SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

May cause fire or explosion; strong oxidizer.

10.3. Possibility of hazardous reactions

Reacts vigorously with strong oxidizers and bases. Contact with halogenated compounds may liberate toxic gas.

10.4. Conditions to avoid

Heat. Open flame. Sparks. Extremely high or low temperatures.

10.5. Incompatible materials

Strong bases. Organic materials. Combustible materials. Cyanide salts. Metals.

10.6. Hazardous decomposition products

Oxygen. Carbon dioxide. Carbon monoxide. Sulfur oxides.

WaterSolv BC

Safety Data Sheet

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed. Inhalation:dust/mist: Harmful if inhaled.

WaterSolv BC

ATE US (oral)	1648.087 mg/kg body weight
ATE US (dust, mist)	4.944 mg/l/4h

glycolic acid (79-14-1)

LD50 oral rat	1950 mg/kg (Rat; Other; Literature study; 2040 mg/kg bodyweight; Rat; Experimental value)
LC50 inhalation rat (mg/l)	> 5.2 mg/l/4h (Rat; Experimental value; 3.6 mg/l/4h; Rat; Experimental value)

hydrogen peroxide (7722-84-1)

ATE US (oral)	500.000 mg/kg body weight
ATE US (gases)	4500.000 ppmV/4h
ATE US (vapors)	11.000 mg/l/4h
ATE US (dust, mist)	1.500 mg/l/4h

Skin corrosion/irritation : Causes severe skin burns and eye damage.
pH: 1.4 - 2.4

Serious eye damage/irritation : Causes serious eye damage.
pH: 1.4 - 2.4

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

hydrogen peroxide (7722-84-1)

IARC group	3 - Not Classifiable
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Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Symptoms/injuries after inhalation : Harmful if inhaled.

Symptoms/injuries after skin contact : Causes burns/corrosion of the skin.

Symptoms/injuries after eye contact : Causes serious eye damage.

Symptoms/injuries after ingestion : Harmful if swallowed. Burns to the gastric/intestinal mucosa.

SECTION 12: Ecological information

12.1. Toxicity

glycolic acid (79-14-1)

LC50 fish 1	164 mg/l (96 h; Pimephales promelas; Nominal concentration)
EC50 Daphnia 1	141 mg/l (48 h; Daphnia magna; Static system)
LC50 fish 2	> 5000 mg/l (96 h; Brachydanio rerio)
Threshold limit algae 1	44 mg/l (72 h; Selenastrum capricornutum; Nominal concentration)
Threshold limit algae 2	20 mg/l (72 h; Selenastrum capricornutum; Nominal concentration)

12.2. Persistence and degradability

glycolic acid (79-14-1)

Persistence and degradability	Readily biodegradable in water. Biodegradable in the soil.
Biochemical oxygen demand (BOD)	0.18 g O ₂ /g substance
ThOD	0.63 g O ₂ /g substance
BOD (% of ThOD)	0.28 % ThOD

12.3. Bioaccumulative potential

glycolic acid (79-14-1)

Log Pow	-1.11 (Experimental value)
Bioaccumulative potential	Bioaccumulation: not applicable.

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12.4. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with Local, State, and Federal regulations.
Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

14.1. UN Number

UN-No.(DOT) : 3098
Other information : No supplementary information available

14.2. UN proper shipping name

DOT Proper Shipping Name : UN3098, Oxidizing Liquid, Corrosive, N.O.S. (Hydrogen Peroxide, Glycolic Acid), 5.1 (8), PGII
Hazard labels (DOT) : 5.1 - Oxidizer
8 - Corrosive



SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed on the Toxic Substances Control Act (TSCA) inventory

This product or mixture does not contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

glycolic acid (79-14-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

SARA Section 311/312 Hazard Classes : Immediate (acute) health hazard

hydrogen peroxide (7722-84-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

SARA Section 311/312 Hazard Classes : Reactive hazard
Immediate (acute) health hazard
Delayed (chronic) health hazard

15.2. International regulations

CANADA

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC or 1999/45/EC

Not classified

15.2.2. National regulations

15.3. US State regulations

California Proposition 65 - This product contains, or may contain, trace quantities of a substance(s) known to the state of California to cause cancer and/or reproductive toxicity

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SECTION 16: Other information

Abbreviations Legend:

Acute Tox. 4 (Inhalation)	Acute toxicity (inhalation) Category 4
Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Ox. Liq. 1	Oxidizing liquids Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
Skin Corr. 1B	Skin corrosion/irritation Category 1B
H271	May cause fire or explosion; strong oxidizer
H302	Harmful if swallowed
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H332	Harmful if inhaled

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ALL NON-EMERGENCY QUESTIONS SHOULD BE DIRECTED TO CUSTOMER SERVICE (480) 650-6955

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