

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) for Trench Soils Removal 2017

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For complete information regarding this project, see RFP posted at
<http://www.ebmud.com/business-opportunities> or contact the EBMUD representative
listed below. Thank you for your interest!

RESPONSE DUE
by
4:00 p.m.
on
Friday, June 23, 2017
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Trench Soils Removal 2017

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I. STATEMENT OF WORK

A. BACKGROUND

East Bay Municipal Utility District (“District”) is engaged in construction projects and pipeline and repair projects throughout its service area that result in the generation of trench soils. Trench soils generally consists of soil (sand, silt, and clay) mixed with some asphalt concrete and rock. The District implements a field management program to identify and segregate clean trench soils from potentially contaminated trench soils. The program consists of a site investigation prior to planned work, collection and analysis of soil, slurry and groundwater samples when required and disposal arrangements if necessary. Trench soils are also screened by the District as they are generated in the field to segregate asphalt, concrete and material exhibiting contamination. The remaining clean material is transported and stockpiled at one of three District owned trench soils storage sites - Briones, Miller Road and Amador (see Exhibit E, Figure 1). The trench soils are placed at the storage sites with minimal compaction (e.g., track-walking with a dozer) and slopes can be steeper than 2:1.

The District is seeking services to remove trench soils material from the storage sites, as they are approaching maximum capacity. There is approximately 450,000 cubic yards (CY) of trench soils currently stockpiled at Briones, 200,000 CY stockpiled at Miller Road and 60,000 CY stockpiled at Amador. The District plans to maintain use of these sites to continue to stockpile newly generated trench soils during any off-haul activities per this RFP.

- The Briones site is located along Oursan Trail off of Bear Creek Road in Orinda. The trench soils stockpile covers a roughly 300,000 square foot (SF) area with a maximum height of 60 feet. The stockpile is within close proximity to both the Briones Reservoir, to the east, and San Pablo Reservoir, to the west.
- The Miller Road site is located on Miller Road in Castro Valley, two miles north of the intersection at Redwood Road. The trench soils stockpile covers a roughly 150,000 SF area with a maximum height of 50 feet. San Leandro Creek runs along the west side of the stockpile and is fed from the Upper San Leandro (USL) Reservoir, which is north of the site.
- The Amador site is located east of the intersection of Alcosta Boulevard and Estero Drive in San Ramon. The stockpile covers a roughly 250,000 SF area with a maximum height of 20 feet.

Briones, San Pablo and USL reservoirs are drinking water supply reservoirs for District customers.

B. SCOPE

The specifications, terms, and conditions herein describe the general characteristics of the services to be provided. The scope of work is for off-haul of approximately 300,000 CY of trench soils from the District's three storage sites, with a minimum removal of 100,000 CY of trench soils from Briones in the first year of the contract. Off-haul activities include sampling, screening, loading, hauling, and reuse or disposal of trench soils. The scope also includes the design and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) for each storage site.

The District intends to award a three (3) year contract with two options to renew for one-year terms, for a total of five (5) years to the Proposer(s) who best meets the District's requirements. The District may elect the option to renew the contract in order to remove beyond 300,000 CY of trench soils.

C. PROPOSER QUALIFICATIONS

1. Proposer, Proposer's principal, and Proposer's staff and any subcontractor hired by Proposer shall have been regularly engaged in the business of providing management of soil, including experience with: characterizing soil, loading, hauling and reuse/disposal services for at least the last five (5) years.
2. Proposer, Proposer's principal, or Proposer's staff and/or any subcontractor hired by Proposer shall have a minimum of five (5) years' experience in developing and implementing Stormwater Pollution Prevention Plans and Best Management Practices (BMPs).
3. Proposer shall have a trained California Licensed Geotechnical Engineer on staff or as part of the team bidding on the project, with a minimum of ten (10) years' experience in the geotechnical engineering field.
4. Proposer, Proposer's principal, Proposer's staff and any subcontractor hired by Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

D. SPECIFIC REQUIREMENTS**TASK 1 - Off-haul and Related Activities**

- a. Identify End-Use Options
 - i. The Proposer shall identify cost-effective beneficial reuse, recycling and disposal options for the District's trench soils, which may include but are not limited to beneficial reuse as fill, recycling, reuse as landfill alternative

daily cover, and/or disposal at a landfill.

- ii. The Proposer shall identify options that maximize environmental benefits (e.g., minimize greenhouse gas emissions associated with trucking) and social benefits (e.g., use of trench soils for environmental restoration).
- iii. Landfill disposal is the least preferred option, except when contamination constrains other reuse or recycling options.
- iv. The Proposer acknowledges that the District has the right to disapprove final end use and/or disposal sites.
- v. The Proposer shall consider reuse of trench soils at local projects that are in need of fill, such as Treasure Island Development Authority and East Bay Regional Park District's Dumbarton Quarry. The District makes no guarantee that these projects will accept material nor does the District have a preference for these projects.

b. Sampling

- i. The Proposer acknowledges that the District follows protocols to ensure that the trench soils transported to the storage sites do not exhibit contamination and that the District does not routinely sample the trench soils and makes no warranty as to the quality, suitability, condition or fitness of the trench soils for a particular purpose.
- ii. The Proposer or its subcontractor shall conduct any sampling or testing required to characterize the trench soils as appropriate to meet the requirements of the final end use sites.
- iii. The Proposer shall retain the services of a California licensed geotechnical engineer to develop an appropriate sampling plan(s).
- iv. The Proposer shall submit all sampling plans and results to the District for review.

c. Screening and Sorting

- i. The Proposer acknowledges that the District does not guarantee that trench soils at the storage sites are free of asphalt, concrete and other debris.
- ii. The Proposer shall screen and sort asphalt, concrete and other debris from the trench soils, as appropriate based on end use.
- iii. The Proposer shall segregate any trench soils that are identified to be

contaminated during off-haul activities.

- iv. Screening, sorting and segregating activities can be done on-site at Briones, Miller Road, and Amador.

d. Off-Hauling

- i. The Proposer's work shall include all necessary supervision, manpower, equipment and materials to complete off-haul activities.
- ii. The Proposer shall load and transport stockpiled trench soils, including any asphalt, concrete, debris or contaminated soil that has been screened, sorted and segregated to a District approved final destination(s).
- iii. The Proposer shall removal trench soils on the following schedule, volumes are approximate:

Contract Year	Site	Trench Soils Removal (CY)
1	Briones	100,000 CY minimum
2	Briones	50,000 CY
	Miller Road	25,000 CY
	Amador	25,000 CY
3	Briones	50,000 CY
	Miller Road	50,000 CY

- iv. The Proposer shall remove additional trench soils from Briones, Miller Road and Amador in contract years 4 and 5 at the direction of the District.
- v. The stockpiled trench soils are placed on slopes steeper than 2:1 with little compaction. The Proposer shall remove the soils such that the slope of the stockpile is closer to 3:1. Steeper slope gradients may be acceptable provided alternate slope mitigations measures are evaluated and approved by the District.
- vi. The Proposer acknowledges that the District has the right to suspend off-haul activities during periods of wet weather if the District determines that off-haul activities are negatively impacting the water quality and treatability of water at its reservoirs.

- vii. The Proposer acknowledges that the District will continue to stockpile newly generated trench soils at the storage sites during off-haul activities per this RFP.
- viii. The Proposer shall be responsible for coordinating its on-site activities with District personnel to allow continued access and use of the storage sites by the District so as not to impede ongoing District operations.
- ix. The Proposer shall certify that all proposed transporter(s), transfer station(s), end use facilities, and disposal facilities have the requisite licenses and environmental permits. The Proposer shall, upon request, provide evidence of such compliance to the District.
- x. The Proposer's transporter(s) shall comply with all applicable requirements for the transportation of regulated or recyclable material to the destination facility.
- xi. The Proposer is responsible for obtaining all necessary permits from Cities to transport material.
- xii. The Proposer shall maintain transportation, reuse, recycling and disposal records including hauling mileage, number of trucks, and volume of trench soils loaded and unloaded. Records shall also include any necessary documentation for regulated fill, non-hazardous waste, and debris along with any other materials, in compliance with applicable Federal, State and City regulations. The Proposer shall provide such records to the District upon request.
- xiii. The Proposer acknowledges that the District has the right to inspect trucks to confirm quantity, type and quality of trench soils being removed from the District sites.
- xiv. The Proposer shall obtain necessary permits required to complete the work, and maintain and provide records required to comply with all applicable federal, state and local rules, regulations, standards, and protocols throughout the duration of the contract.
- xv. The Proposer shall submit an Off-haul Plan for review and approval by the District for each of the three storage sites within 15 working days prior the first off-haul at each site. The Off-haul Plan shall include the following information:
 - A list of the identified end use options for the District's trench soils including the site/facility name, address and telephone number; owner's name, mailing address, and telephone number; copies of any

required permits; and an indication if the end use option provides any environmental or social benefits, such as recycling of material, or reuse for environmental restoration or development.

- A description of the means and methods for separating asphalt, concrete, debris and contaminated soil (i.e., materials that are not reusable), from the trench soils.
- A description of how the Proposer will remove, handle, transport, beneficially reuse, recycle and/or dispose of all material required to be removed under this contract in a safe, appropriate, and lawful manner in compliance with all applicable regulations of local, state, and federal agencies having jurisdiction over the removed materials.
- A description of how the Proposer will track truckloads of material, including recording volume of soil in each truck, number of trucks loaded and destination of trucks.
- A Communications Plan identifying who the main points of contact are for both the Proposer and the District.
- A Site Plan showing staging, sorting, screening and parking areas and areas where the District can continue to store newly generated trench soils.
- Off-haul schedule

xvi. The Proposer's assumption of risk regarding off-hauled trench soils:

- The District makes no warranties or representations regarding the content of the trench soils.
- With respect to any and all trench soils Proposer off-hauls from the storage sites:
 - The Proposer takes possession of and acquires title to the trench soils "AS IS";
 - The Proposer assumes all risks arising out of or relating to the trench soils, including, without limitation, risks associated with hazardous materials or contaminants the trench soils may contain;
 - It is solely the Proposer's responsibility to ensure that the intended use meets all applicable current and future regulatory requirements;

- The Proposer — on behalf of itself, its contractors, agents, successors and assigns – hereby releases and forever discharges and holds harmless the District and its agents, successors and assigns from any and all claims, demands, causes of action, obligations, damages, losses, and liabilities of any kind or nature whatsoever, asserted or un-asserted, known or unknown, whether based upon tort, statute, or other legal theory of recovery, which the Proposer had, now has, or may have in the future against the District, arising out of or relating to the contract and the activities related to the contract (the “Released Claims”);
- With respect to the release in the preceding paragraph, the Proposer expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”
- The District may plead this contract in any court as a full and complete bar to any claim or cause of action asserted by the Proposer in connection with the Released Claims.
- The Proposer shall, at its own expense, indemnify and defend the District against any and all claims arising out of or relating to the trench soils, and the District shall have the right to choose defense counsel, which shall be paid for by the Proposer.

e. Site Operations

- i. Handling of any trench soils material shall generally occur during normal working hours (7:00 AM to 3:00 PM) Monday through Friday. However, Proposers are encouraged to schedule work activities to minimize cost and maximize efficiency of trench soils removal from the sites. Proposers may work outside normal working hours, or on Saturdays, Sundays, or on District holidays, with prior written consent of the District.
- ii. Pedestrians, equestrians, hikers, boating crews, other contractors and District personnel may be using the storage sites or present in the vicinity. The Proposer shall exercise caution at all times. All work shall be performed by Proposer and its personnel in a professional manner to allow all users of the sites to operate efficiently.
- iii. Briones dam road traffic is restricted to a single lane at any given time.

Pedestrians and cyclists currently use this road to access to the hiking and biking trail in the watershed lands. The Proposer shall yield to the pedestrians and cyclists.

- iv. The Proposer shall maintain site specific speed limits.
- v. Access to the Amador site is via a steep and windy gravel road that is single lane. The access road is shared by other utilities and is in close proximity to a residential community.
- vi. The Proposer shall at all times maintain areas covered by the contract and public properties free from accumulations of waste, debris, and rubbish caused by off-haul and related activities.
- vii. The Proposer shall conduct off-haul operations to comply with local ordinances and anti-pollution laws. The Proposer shall not:
 - Burn or bury rubbish and waste materials on project site;
 - Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains;
 - Dispose of wastes into streams or waterways.

Should the Proposer not remove rubbish or debris or not clean site as specified above, the District will provide written notice. If the Proposer does not implement a remedy, the District reserves the right to have the cleaning done at the expense of the Proposer.

- viii. The Proposer shall be limited to the placement of portable toilets, ongoing maintenance and periodic repair of equipment required at the trench soils sites. The Proposer shall be responsible for the security of any and all material and equipment left at the site.
- ix. The Proposer shall be responsible for maintaining the staging area in a neat and safe condition and shall prevent any contamination of the site from gasolines, oils, etc. No materials shall be stored on site which are hazardous or could contaminate the site including gasoline, oils or lubricants. The Proposer shall inform District and shall cleanup any and all contamination of the site resulting from the Proposer's operation. The Proposer shall prepare a Spill Prevention Plan and Emergency Response Plan and submit to the District for review and approval prior to the start of earthwork activities; the plan shall designate an on-site employee responsible for implementation and include anticipated equipment needs including use of spark arresters on exhaust systems, and emergency

response procedures of hazardous material releases (gasoline, oils etc.). The District reserves the right to review and approve the amount of materials and equipment stored at the site.

- x. The Proposer shall be responsible for preparing health and safety plans and reports described in Exhibit F.
- xi. Upon completion of all Proposer operations at the storage sites, all construction equipment and unused materials (such as straw bales, silt fences, etc.) shall be removed from the sites.

Task 1 Deliverables:

- Off-haul Plans for Briones, Miller Road and Amador
- Per the requirements of Exhibit F: Project Safety Requirements
 - Project Safety and Health Plan
 - Excavation Safety Plan
 - Confined Space Operating Procedures
 - Fall Protection Procedures
 - Accident Reports
 - Equipment Safety and Operations
 - Emergency Response Plan
- Per the requirements of Exhibit G: Environmental Requirements
 - Construction General Permit (excluding SWPPP, which is addressed in Task 2).
 - Non-Stormwater Discharges Plan
 - Spill Prevention and Response Plan
 - Dust Control and Monitoring Plan
 - Hazardous Waste Manifests
 - Sampling and Analysis Plan
 - Analytical Test Results
 - Tuneup Logs

TASK 2 - Environmental Management

- a. The Proposer shall design a SWPPP for each site that establishes a minimum standard to construct, install, maintain, and remove required BMPs during the life of the Contract. The District's current SWPPP documents for each site are included in Exhibit I: Reference Documents.
- b. The Proposer shall implement appropriate BMPs to minimize erosion, runoff and turbidity from the storage sites upon start of off-haul activities through the term of the contract. Areas of the trench soils stockpiles that are likely to experience erosion include, but are not limited to access roads, application areas, and active and recently off-hauled areas.
- c. The Proposer shall consider erosion control BMPs such as shaping the slopes, shaping the top deck towards vegetation, creating benches, and hydroseeding to prevent soil from becoming dislodged, and diverting surface flows away from disturbed areas; and sediment controls BMPs, such as straw bales, silt fences, sediment ponds, sedimentation basins with stand pipes, check dams, and v-ditches.
- d. The Proposer shall direct all runoff from storage sites through BMPs. Any runoff leaving the sites shall meet or exceed SWPPP Numeric Action Levels (NALs) for turbidity and pH, currently a maximum of 250 NTU and between pH 6.5 – 8.5, **at any time**.
- e. The Proposer shall develop and implement BMPs for wet weather by October 15 each year at each active removal site. During wet weather the Proposer must evaluate the BMPs and ensure that they are functioning in accordance with the SWPPP.
- f. The Proposer shall consider the practices identified in the Memo re: EBMUD Soil Stockpile at Briones Reservoir (Exhibit I – Reference Documents), which are intended to protect the water quality of the reservoir through addressing stockpile slope stability and transport of sediment. Proposers are encouraged to develop a plan that can reduce turbidity in runoff entering Briones Reservoir further than SWPPP NALs.
- g. The Proposer shall provide on-going maintenance, monitoring and adaptive management of the BMPs as may be necessary due to the specific and/or dynamic needs at each active removal site.
- h. The Proposer acknowledges that the District will inspect the installation and effectiveness of Proposer designed and installed BMPs for compliance with SWPPP requirements, including monitoring of runoff **at any time** during wet weather events.

- i. In the event that the turbidity of runoff exceeds maximum turbidity NALs of the SWPPP or if the District determines that runoff from the sites is detrimentally impacting the treatability of water in District reservoirs, the Proposer is required to take immediate action. The Proposer shall provide a single point of contact for District staff for such event, and shall be available to meet with District staff upon request to determine and implement adaptive BMPs. Active filtration and pumping may be required while additional BMP methods are being implemented and evaluated.
- j. When the District determines that a violation of the environmental permit conditions requires that an action be immediate or taken immediately, it shall be understood that the Proposer shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the District and in accordance with applicable regulatory requirements.
- k. Allowances: The District will provide the Proposer with allowances for preparation of a SWPPP for each storage site and ongoing implementation of BMPs. The estimated amounts of the allowances for the entire contract period are specified in Exhibit A. Payments will be made from the allowances to account for the work provided. See Exhibit H for information related to Allowances.
- l. Upon completion of all Proposer operations at the storage sites Proposer shall shape the stockpiles to increase stability and slow down the velocity of surface runoff on the slopes by using shaping measures such as benches and/or or building out the toe of the slopes.
- m. In addition to the BMPs implemented during off-haul activities, upon completion of all Proposer operations at the storage sites, the Proposer shall ensure that any remaining trench soils stockpiles are sloped no steeper than 3:1 and hydroseeded. Nitrogen or phosphorous based fertilizers shall not be used in hydroseeding.

Task 2 Deliverables:

The Proposer shall provide the following deliverables per the requirements of Exhibit G.

- Storm Water Pollution Prevention Plan

TASK 3 – Project Management

Proposer is required to manage subconsultants, implement quality control and quality assurance program, cost accounting, and provide monthly progress reports and invoices to the District's Project Manager.

Monthly progress reports shall indicate the number of truckloads and volume of trench soils removed from the District storage sites, the storage site origin and end use destination and the hauling mileage. The report shall include records of any required documentation for regulated fill, non-hazardous waste, or any other material as required to comply with Federal, State and City regulations.

Progress meetings will be monthly, or as directed by the District's Project Manager.

Task 3 Meetings:

- Kickoff Meeting
- Progress Meetings
- Project Completion Meeting

Task 3 Deliverables:

- Monthly Progress Reports -One (1) electronic copy and one (1) hardcopy to accompany monthly invoices.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	May 26, 2017
Mandatory Site Walk	June 13, 2017 9:00 am at Briones Site (Orson Trail at Bear Creek Road, Orinda) Followed by site walk at Miller Road Site (Miller Road at Redwood Road, Castro Valley)
Addendum (if necessary)	June 16, 2017
Response Due	June 23, 2017 by 4:00 p.m.
Notice of Short List	July 5, 2017
Interviews	July 10 to 14, 2017
Complete Selection Process	July 21, 2017
Negotiate and Finalize Contract	August 21, 2017
District's Board Approval	September 12, 2017
Anticipated Contract Start Date	September 15, 2017
SCOPE OF WORK	COMPLETION DATES
Implementation of wet weather BMPs	October 15, 2017
Minimum removal of 100,000 CY from Briones	September 30, 2018
Implementation of wet weather BMPs	October 15, 2018
Removal of approximately 50,000 CY from Briones; 25,000 CY from Miller Road; and 25,000 CY from Amador	September 30, 2019
Implementation of wet weather BMPs	October 15, 2019
Removal of approximately 50,000 CY from Briones; and 50,000 CY from Miller Road	September 30, 2020

Note: All dates are subject to change.

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

A. MANDATORY SITE WALK

A mandatory site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the sites necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in an Addendum following the site walk/Proposal conference.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by a committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any PO or contract that may be awarded as a result of this RFP.
6. Award of contract. The right is reserved to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the

contrary, and to waive technical defects, as the interest of the District may require.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the DSC.

The DSC will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to each Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. A RFP response with a high weighted total will be deemed of higher quality than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?
B.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for methods to exceed the District's schedule and complete off-haul in an efficient manner.</p>

C.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project).
D.	<p>Sustainability: RFP responses will be evaluated against the questions below:</p> <ol style="list-style-type: none"> 1. Does the proposal provide options to maximize the environmental benefits of the project - e.g., reduced greenhouse gas emissions, recycle/reuse trench soils, avoid landfill, etc.? 2. Does the proposal provide options to maximize the social benefits of the project – e.g., use of trench soils to restore public lands? 3. Does the Proposer employ other sustainable initiatives either directly related to the project or related to Proposer's general business practices?
E.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects, including experience with hauling, sampling and development and implementation of BMPs? 2. Does the Proposer meet the minimum qualifications outlined in Section I.C.? 3. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 4. How extensive is the applicable education and experience of the personnel designated to work on the project?
F.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
G.	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>

H.	<p>Contract Equity Program: Proposer shall be eligible for SBE preference points if Proposer is a small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.</p>
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C. PRICING

1. Prices quoted shall be firm for the first thirty six months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

All Proposers bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Proposer shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Proposer and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Proposer shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Proposer or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Proposer. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Proposer. For all

classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Proposer because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Proposer at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protestor. If a firm is representing the protestor, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five working days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. The Proposer shall invoice the District by the 10th of each month for the previous month's work. Invoices shall be broken down by original and optional tasks. Include copies of the number of truck loads each day and their destination, the tipping or disposal costs for any items disposed of. The District and Proposer shall each retain a copy of all receipts or weigh tags for each task.
2. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
3. The District shall notify General or Professional Service Provider of any invoice adjustments required.
4. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized services description.
5. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the contract signed by both parties.

F. BONDS

The successful Proposer will be required to post and maintain a Performance Bond and a Payment Bond for one hundred percent (100%) of the total contract amount with the District. Bonds must be on District forms attached to this RFP as **Exhibit D - Bond Forms**.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are only to be contacted for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Stephanie Matula, Project Manager

EBMUD-Pipeline Infrastructure Division

E-Mail: stephanie.matula@embud.com

PHONE: (510) 287-1337

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Stephanie Matula, Project Manager

EBMUD- Pipeline Infrastructure Division<insert appropriate division/department>

E-Mail: stephanie.matula@ebmud.com

PHONE: (510) 287-1337

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
TRENCH SOILS REMOVAL 2017
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
TRENCH SOILS REMOVAL 2017
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer’s name, return address, and the RFP number and title must also appear on the RFP response package.

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures and three (3) additional hard copies.

Proposers **must** also submit one (1) electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

6. All costs required for the preparation and submission of a RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting a RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the

purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.

8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A through I or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents (excluding the figures in Exhibit E) or any other District-provided document.**
2. In order for RFP responses to be considered complete, the Proposer must provide responses to all information requested. See Exhibit A – RFP Response Packet for a complete listing of required documentation.
3. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP for TRENCH SOILS REMOVAL 2017

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, THREE (3) HARDCOPIES, AND ONE (1) ELECTRONIC COPY.**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP for Trench Soils Removal 2017
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

10. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State. An annual fuel escalation will be calculated based on the appropriate index.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

The prices quoted under Task 1 shall be based on the assumption that all the trench soils are not contaminated and can be beneficially reused or recycled. Price shall include all deliverables identified in the RFP.

Quantities listed herein are estimates only and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

TASK	DESCRIPTION	QUANTITY (CY)	UNIT COST (\$/CY)
1	Off-haul and Related Activities		
	a. From Briones to Destination	200,000	\$_____
	b. From Miller Road Site to Destination	75,000	\$_____
	c. From Amador to Destination	25,000	\$_____
		LUMP SUM	
3	Project Management		



The following Allowances are for Task 2, which includes preparation of Stormwater Pollution Prevention Plan (SWPPP) and implementation of Best Management Practices (BMPs), for the entire contract period. Payments will be made from the Allowances to account for the work provided. See Exhibit H.

TRENCH SOILS STORAGE SITE	SWPPP/BMP ALLOWANCE
Briones	\$650,000
Miller Road	\$200,000
Amador	\$50,000



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP, including any subcontractors. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person.
 - (a) **Site Operations:**
Proposer shall describe general concept of site operation including seasonal activities. The descriptions shall include but is not limited to list of construction equipment, number of trucks per month, number of people on site, general work hour etc.
 - (b) **Site Plan:**
Provide preliminary Site Plans of Briones, Miller Road and Amador based on Exhibit E - Figures 2, 3 and 4 showing staging, sorting, screening, and parking areas, as well as areas where District may continue to operate and receive newly generated trench soils

- (c) **Beneficial Reuse and Recycling**
Provide a list of potential trench soils beneficial reuse and recycling facilities or projects, including their location and an estimate of the volume of District trench soils they can accept.
- (d) **Disposal of Non-Conforming Material:**
Provide a description of how trench soils that are contaminated or segregated because they cannot be beneficially reused or recycled will be handled and to what facilities they may be disposed of.
- (e) **Off-Haul Map**
Provide a map(s) identifying the routes that will be used for off-hauling trench soils from each site to potential end use / disposal destinations.
- (f) **Environmental Maintenance**
Provide a description of the approach to BMPs at the sites, including active and inactive off-haul areas and areas used by the District for placement of newly generated trench soils. Describe the approach to minimizing erosion and runoff, including the approach if SWPPP NALs or other permit criteria are exceeded or the District's reservoirs, particularly Briones Reservoir, are impacted by runoff from the stockpiles such that water is unable to be treated.

Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

- 4. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan and schedule shall cover submittal of all deliverables, sampling, implementation of initial BMPs, the start of off-haul at Briones, completion of the initial 100,000 CY of trench soils removal from Briones and the full 300,000 CY.
- 5. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products and/or services procured under this RFP, or in relation to the manufacture, delivery, or office practices of your firm which relate to the provision of these products and/or services.
- 6. **Performance Bond/ Performance Requirements:** See the RFP, Section III. District Procedures, Terms, and Conditions, Item F.

7. **References:** References MUST demonstrate successful completion of soil removal projects, of the same quality and manner as that which is described in this RFP. References must demonstrate capabilities in off-haul and related activities, and environmental management.
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**
- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
9. **Contract Equity Program:**
- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting a RFP response.



REFERENCES

RFP for Trench Soils Removal 2017

Proposer Name: _____

Proposer must provide a minimum of three (3) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Trench Soils Removal 2017

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Proposers and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Proposer and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime Proposers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Proposers shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Program Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$3,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees *are Additional Insureds* in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *explosion, collapse, and underground hazards*.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this Agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

F. Professional Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement, Professional Liability Insurance (Errors and Omissions) with a minimum of:

\$3,000,000/Occurrence of liability coverage. A three year tail is required if coverage on a claims-made basis.

A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

G. Pollution Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Pollution Liability Insurance that provides protection from claims related to the release or threatened release of pollutants into the environment arising out of or resulting from GENERAL OR PROFESSION SERVICE PROVIDER'S performance under this contract. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require its subcontractor(s) to provide it with a copy of proof of the same pollution liability insurance coverage.

Pollution Liability coverage shall not be less than:

\$3,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis.

H. Builder's Risk Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement, (in the name of the GENERAL OR PROFESSIONAL SERVICE PROVIDER and the District), "All Risk" (excluding Earthquake and Flood) Builders Risk Insurance covering the entire work of the Agreement for 100% of the replacement value thereof including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms and equipment not owned or rented by the GENERAL OR PROFESSIONAL SERVICE PROVIDER, the Cost of which is not included in the cost of the work.



EXHIBIT C GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

CONTENTS

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1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY OF TITLE

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodeb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all

hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order

preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a

detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials,

plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

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

24. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

25. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

26. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future

occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

29. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



EXHIBIT D BOND FORMS

Item	Title
1	Faithful Performance Bond
2	Payment Bond



DATE _____

FAITHFUL PERFORMANCE BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated the day and year entered on the first page hereof.

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this _____ day of _____, 20 _____

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

*If corporation, Corporate President or CEO; if Partnership, Partner.

**Corporate Secretary or financial officer.



DATE _____

PAYMENT BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the contractor named above, hereinafter called the Contractor, has this day entered into a Contract with East Bay Municipal Utility District, hereinafter called the District, to perform and complete the work set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part hereof; and

WHEREAS, Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof, require contractors upon public work to file with the body by whom such contract was awarded a good and sufficient bond to secure the claims to which reference is made in said sections, NOW THESE PRESENTS

WITNESSETH: That the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto any and all materialmen, persons, firms, or corporations furnishing materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, and to all persons, firms or corporations renting or hiring implements or machinery for or contributing to the said work to be done and to all persons who perform work or labor of any kind or nature thereon, or in connection therewith, and to all persons who supply both work and materials, in the sum entered on the first page hereof, lawful money of the United States of America, being not less than the total amount payable by the terms of said Contract, for which payment well, truly and promptly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

PAYMENT BOND

The condition of the above obligation is such that if the Contractor, or the Contractor’s subcontractors, fail to pay for any materials, provisions or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of said Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof: PROVIDED ALSO, that in case suit is brought upon this Bond a reasonable attorney’s fee shall be awarded by the court to the prevailing party in said suit, said attorney’s fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated the day and year entered on the first page hereof.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety’s representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this _____ day of _____, 20 _____

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

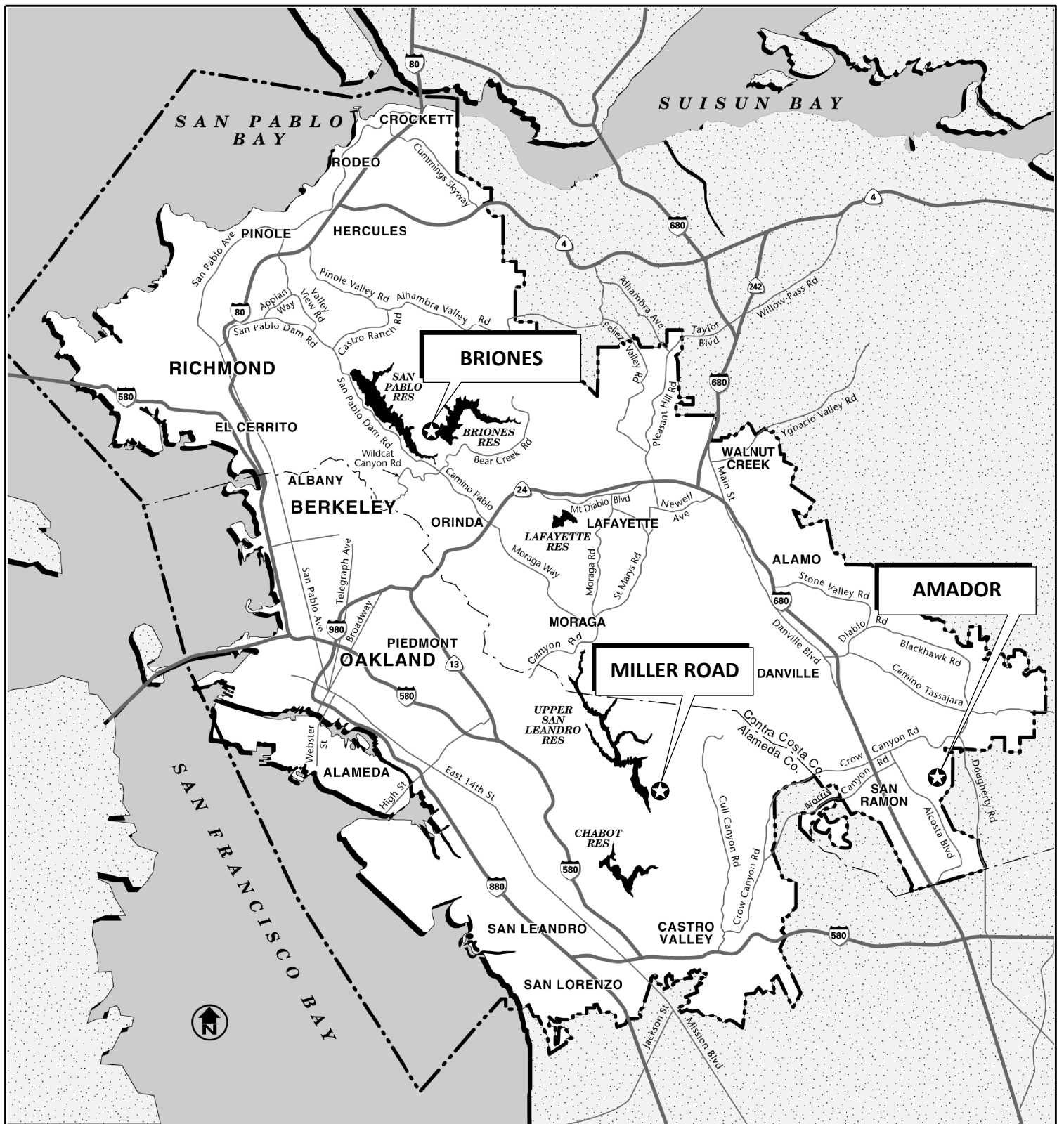
*If corporation, Corporate President or CEO; if Partnership, Partner.
**Corporate Secretary or financial officer.



EXHIBIT E

TRENCH SOILS STORAGE SITES

Item	Title
1	Figure 1 – Location Map
2	Figure 2 – Briones Site
3	Figure 3 – Miller Road Site
4	Figure 4 – Amador Site



EAST BAY MUNICIPAL UTILITY DISTRICT

**FIGURE 1
TRENCH SOILS STORAGE SITES**

NOT TO SCALE



EXHIBIT F

PROJECT SAFETY REQUIREMENTS

EXHIBIT F

PROJECT SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Contractor shall be solely and exclusively responsible for maintaining job-site safety and compliance with all pertinent Groups and Articles set forth in Title 8, California Code of Regulations (Cal/OSHA), and Title 29, Code of Federal Regulations (OSHA; where applicable).
2. Contractor shall be the Creating, Controlling, and Correcting Employer for purposes of compliance with Cal/OSHA's multi-employer worksite rule (8 CCR 336.10) for itself and all of its site workers.
3. Contractor shall meet with the Project Manager or representative prior to commencement of the Work to review the project safety requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the safety requirements and administration of the Contractor's project safety programs.
4. Contractor shall provide for public safety when working in District owned trench soils storage sites.

B. Site Activities

1. Contractor shall control all harmful dusts, fumes, mists, vapors and gases exposures for all job-site workers, regardless of employer, so that respective permissible exposure limits (PEL) are not met or exceeded. Such hazards are contained in Title 8, California Code of Regulations (Cal/OSHA) § 5155 - Airborne Contaminants; Article 110 - Regulated Carcinogens; Construction Safety Order 1529 - Asbestos; and Construction Safety Order 1530.1 - Control of Employee Exposures from Dust-Generating Operations Conducted on Concrete or Masonry Materials.
2. Contractor shall physically delineate and assign work areas and restrict access by unauthorized persons during the course of Work.
3. Contractor shall not allow unsafe tools, equipment, or machinery to be brought onto the project. Unsafe tools, etc. shall be considered as those tools which are in need of repair, replacement, lacking proper maintenance, or are unsuitable for the task.

4. Contractor shall assemble, install, erect, and prepare safety related equipment, devices, and products in accordance with manufacturer specifications and recommendations. Manufacturer documentation shall be provided to the Project Manager upon request.
5. Contractor shall comply with the Federal Drug Free Workplace Act, Department of Transportation (DOT) testing regulations (49 CFR Part 32), CA State Vehicle Code (Section 34520) and all applicable legally valid rules and regulations regarding drug and alcohol misuse, including consumption, sale or possession.
6. Contractor personnel are specifically prohibited from bringing firearms, explosive devices, or other dangerous weapons on District property or while engaged in contract Work.
7. Contractor shall provide safe access for construction inspectors and other authorized District employees in order to inspect or review Work in progress.

1.2 DEFINITIONS

- A. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular and plural of the words and terms.
- B. Competent Person: As defined in Section 1504 of the Construction Safety Orders, Title 8, California Code of Regulations, one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.
- C. Confined Spaces: Shall mean any space not designed for human occupancy and having the characteristics identified in Title 8, California Code of Regulations (Cal/OSHA), Article 108 - Confined Spaces.
- D. Excavation: Any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.
- E. Hazardous Substance: Defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste as defined herein.
- F. Exposure Assessment: An assessment of potential chemical and physical hazards encountered on the project site.
- G. LOTO: Lock-Out Tag-Out as defined by Title 8, California Code of Regulations, § 3314.

- H. OPU: Order Prohibiting Use. A tag affixed to a dangerous workplace condition or practice which constitutes an imminent hazard to workers. An OPU tag may be posted prohibiting entry to the worksite, or part of the worksite, use of machinery, devices, or apparatus.
- I. Safe Work Notice, or Safe Work Permit: A Notice or Permit required to be completed by the Contractor and District staff at water treatment plants and wastewater facilities. The Notice/Permit communicates work to be performed, the areas and potential hazards.
- J. Trench: A narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less, (measured at the bottom of the excavation), the excavation is also considered to be a trench.

1.3 SUBMITTAL OF PLANS AND PROCEDURES

A. General:

1. Allow 15 work days minimum for the Project Manager's review plus transit time to and from the District offices.
2. The plans and procedures identified in this Article 1.3 shall be kept current. New hazards, mitigations, or procedures identified during the course of the Work shall be submitted as revisions to the identified plans and procedures within 5 days of being identified.
3. One copy of each plan and procedure submitted will be returned marked "Reviewed", as described below, or "Acknowledged Receipt" or "Returned without Review".
 - a. "Reviewed" indicates that the plan has been reviewed for the protection of District employees in the Contractor work zones. Notations entered by the District will be applicable to District employees only.
 - b. Work described under the plan shall not begin until the submitted plan has been returned as "Reviewed" or "Acknowledged Receipt".

B. Project Safety and Health Plan:

1. Submit prior to start of the Work for the Project Manager's review a Project Safety and Health Plan for the Work to be performed only if actual, potential, or anticipated hazards include: a) hazardous substances; b) fall protection issues; c) confined spaces; d) trenches or excavations; or, e) lockout/tagout. If the actual, potential, or anticipated hazards do not include one or more of these five hazards, no Plan is required.

2. Submit prior to start of Work the name of individual(s) who has been designated as:
 - a. Contractor's Project Safety and Health Representative
 - b. Submit principal and alternate Competent/Qualified Persons for:
 - 1) scaffolding; 2) fall protection systems and equipment; and 3) employee protective systems for trenches and excavations.
 - c. Qualified person to conduct and take samples and air measurements of known or suspect hazardous substance for personnel and environmental exposure. Sample results shall be submitted to the Project Manager in writing and electronic format.
3. Plan shall include an emergency action plan in the event of an accident, or serious unplanned event (e.g.: gasoline break, fire, structure collapse, etc.) that requires notifying any responsive agencies (e.g.: fire departments, PG&E, rescue teams, etc).

C. Excavation Safety Plan

1. Submit detailed plan for worker protection and control of ground movement for the Project Manager's review prior to any excavation work at jobsite. Include drawings and details of system or systems to be used, area in which each type of system will be used, de-watering, means of access and egress, storage of materials, and equipment restrictions. If plan is modified or changed, submit revised plan.
2. All surface encumbrances that are located and determined to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.
3. Tunnel work shall comply with the Tunnel Safety Orders.

D. Confined Space Operating Procedures:

1. Submit confined space operating and rescue procedures to the Project Manager for review. Procedures shall conform to the applicable provisions of Sections 5156 through 5158, Title 8, California Code of Regulations.
2. If a pipeline is required to be entered, the Project Safety and Health Plan shall include a description of a safe access and rescue plan.

E. Fall Protection Procedures

1. Submit fall protection procedures to the Project Manager for review prior to any work at heights at the jobsite.

2. The fall protection plan shall address control of fall hazards for any work occurring at heights greater than 7½ feet.
3. Procedures shall conform to applicable provisions of Sections 1669 through 1671.2, Title 8, California Code of Regulations.
4. The plan shall address scaffolds when used on site.
5. The plan shall address manlift equipment when used on site.
6. The plan shall address rescue of workers who may fall.

F. Accident Reports

1. Upon request of the Project Manager, complete and submit an accident investigation report. See Article 3.3.

G. Equipment Safety and Operations

1. Contractor shall generate a list of earth moving equipment (dozers, graders, excavators etc.) and shall keep copies of manufacturer's direction for safety and operations.
2. Upon request of the Project Manager, Contractor shall provide the copies of the equipment manuals for review.

H. Emergency Response Plan

1. Contractor shall submit an emergency response plan to respond to injury or other events occurring on site to the Project Manager for review prior to any work at the jobsite.

1.4 TRAINING REQUIREMENTS

- A. Contractor shall ensure that all personnel who, as the result of work on this contract, will likely be exposed to hazardous conditions or hazardous substances at the site have received the appropriate training for the hazards they may encounter. Establish minimum training requirements and do not allow untrained workers to enter or perform Work at the site.

1.5 FIRE PREVENTION AND PROTECTION

- A. Contractor shall perform all Work in a fire-safe manner and supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 PROJECT SAFETY AND HEALTH PLAN

A. General:

1. A copy of the Contractor's Project Safety and Health Plan shall be available at the construction site while excavations, confined spaces, fall protection, or LOTO are being performed, or hazardous substances are present
2. Contractor's Project Safety and Health Plan shall apply to all personnel working at, or visiting the site including, but not limited to, Contractor's employees, suppliers, truckers, and District personnel.
3. Contractor's Project safety and health representative shall verify that all persons are in compliance with applicable safety and health requirements, and take action to ensure compliance where deficiencies are identified.
4. Provide the Project Manager a minimum of 48 hours advance notice of time and location of pre-entry briefings so that District personnel, who are required to enter the Project, may attend. A record of attendance shall be provided to the Project Manager within 24 hours after the briefing.
5. Contractor shall take representative personnel air samples for employee exposure to dust, fume, mist, and vapors of materials and substances brought onto the project or generated during the course of Work on the project. See paragraph B. below.
6. Contractor shall exercise extreme care when handling or disposing of materials or substances that are listed as hazardous substances in Section 339 of Chapter 3.2, California Occupational Safety and Health Regulations, Title 8, California Code of Regulations, or in Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the manufacturer's MSDS.

B. Sampling and Testing of Samples Collected for Exposure Analysis:

1. Contractor shall be responsible for all sampling, including sampling for airborne contaminants, and testing of materials suspected of containing hazardous substances to determine if such materials pose potential safety & health exposure hazards. All sampling shall be conducted by qualified persons, and testing shall be performed by an OSHA certified laboratory.
2. Copies of the results of testing and sampling shall be made available to the Project Manager within 5-days of time of receipt from the certified laboratory.

3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken
 - a. Each sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody.
 - b. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

3.2 HAZARDOUS CONDITIONS

A. Confined Spaces:

1. Attention is directed to the provisions of Article 108 of the General Industry Safety Orders, Title 8, California Code of Regulations, and Article 4 on Dusts, Fumes, Mists, Vapors, and Gases of Subchapter 4, the Construction Safety Orders, Title 8, California Code of Regulations.
2. All spaces shall be designated by Contractor as either PERMIT REQUIRED or NON-PERMIT REQUIRED. When designated PERMIT REQUIRED, a copy of the PERMIT shall be conspicuously posted for the duration of the Work within the space. Confined spaces designated as PERMIT REQUIRED after assessment shall be supported by a rescue team(s).
3. Tests for the presence of combustible or dangerous gases and/or oxygen deficiency in confined spaces shall be made with an approved device immediately prior to a worker entering the confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the jobsite.
4. No employee shall be permitted to enter a confined space, where tests indicate the presence of a hazardous atmosphere, unless the employee is wearing suitable and approved respiratory equipment, or until such time that continuous forced air ventilation has removed the hazardous atmosphere from the confined space.
5. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.
6. Sources of ignition shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.

7. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.
8. Coordinate entry operations with the Project Manager when both Contractor personnel and District personnel require permit space entry.

B. Excavation Safety:

1. Section 6705 of the Labor Code requires that the excavation of any trench 5 feet or more in depth shall not begin until the Contractor has received from the Project Manager notification of the Project Manager's acceptance of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench.
 - a. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation.
 - b. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders, Title 8, California Code of Regulations, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Cal/OSHA Permit: Title 8, CCR §341(a)(1) requires excavators to obtain a permit prior to digging trenches or excavations which are 5 feet or deeper and into which a person is required to descend.
2. California Government Code: Various sections of § 4216 describe the requirements and procedures for excavation notifications and utility excavation.
3. Requirements of Protective Systems:
 - a. All excavations 5 ft. in depth or greater and not in stable rock shall have a protective system to prevent earth movement.
 - b. For excavations greater than 20 ft. in depth, the detailed plan for worker protection and control of ground movement shall be prepared, and signed and dated, by a California registered Civil or Structural Engineer. The registered engineer shall:
 - 1) Have at least five years' responsible experience in work of this nature.

- 2) Inspect the installation of the system prior to entry of any persons into the excavation and certify in writing to the District that the system is installed as designed.
 - 3) Perform any necessary additional work that may be required because of unanticipated movements, deflections, or settlements of the protective system or the ground.
- c. No changes or deviations from a protective system designed by a registered engineer shall be made without prior approval of the designing engineer.
 - d. In the event of any violation of Article 6 of the Construction Safety Orders or this paragraph, or deviation from the submitted plan for worker protection and control of ground movement, the Project Manager may suspend Work or notify Cal/OSHA or both.

C. Fall Protection:

1. Section 1670 of the Construction Safety Orders, Title 8, California Code of Regulations, requires protective measures to be implemented whenever a worker is exposed to falls greater than 7½ feet.
2. On site activities shall conform to the requirements set forth in Sections 1669 through 1671.2, Title 8, California Code of Regulations.
3. A walkway or bridge, with standard guardrails, shall be provided where employees are required to cross excavations and trenches 6 feet or greater in depth per Section 1541 of the Construction Safety Orders, Title 8, California Code of Regulations.

D. LOTO (Lock-Out Tag-Out): Title 8, California Code of Regulations requires control of hazardous energy sources where any employee may be exposed to potential harm.

1. Contractor with its subs shall meet with the District to share and reach agreement for implementation with LOTO plans and planning for any District equipment, process, or machinery that shall be locked-out.
2. The distinction between LOTO and operational shut-down shall be made.
3. Contractor shall share and implement the following components of the LOTO plan:
 - a. LOTO locations,
 - b. Lock-out and tag-out methods and equipment,

- c. De-energization verification,
- d. Log of locked and tagged locations,
- e. Stated emergency types and breach policy,
- f. Return-to-service practice and removal of lock and tags.

3.3 ACCIDENT REPORTS

- A. Report all injuries to the Project Manager and District safety office. Contractor shall maintain an injury log available for review for its activities and its subcontractor. (an OSHA-300 form is an example). Contractor is solely and exclusively responsible for notifying Cal/OSHA within 8-hours of the occurrence of a serious injury or fatality. Also promptly report in writing to the Project Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses. Reports shall document the root cause of the accident, if the accident was preventable, and how the accident will be prevented from reoccurring. Furnish further information to the District as requested.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, arising out of or in connection with the performance of the Work, the Contractor shall promptly report the facts in writing to the Project Manager, giving full details of the claim.
- C. Notify the Project Manager if representatives of Cal/OSHA or any other regulatory agency arrives at the job-site for any purpose, including inspections, consultations, or investigations. The notification shall be made to the Project Manager within 30-minutes of the arrival of the representative to the project.

END OF SECTION



EXHIBIT G

ENVIRONMENTAL REQUIREMENTS

EXHIBIT G

ENVIRONMENTAL REQUIREMENTS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Contractor shall be responsible for maintaining compliance with applicable Federal, State and Local environmental regulations in its execution of the Work.
2. Proper and lawful disposal of all water, including but not limited to water from District facilities that may have been intended for drinking water supply.
3. Contractor shall obtain, pay for, comply with, and where necessary at the end of the Work, properly terminate all necessary local, state and federal permits to perform the Work as specified.
4. Contractor shall implement all required environmental plans, procedures, and controls during performance of the Work.
5. Meet with the Project Manager and appropriate District personnel prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the environmental protection requirements and administration of the Contractor's environmental pollution control programs.

B. Site Activities

1. No debris, demolition material, stockpile leachate, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, oil, cement, concrete or washings thereof, oil or petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits.
2. Excess material shall be disposed of in locations approved by the Project Manager consistent with all applicable legal requirements and disposal facility permits.
3. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the Regional Board or the State Water Resources Control Board, as required by the Clean Water Act.

4. Clean up all spills and immediately notify the Project Manager in the event of a spill.
5. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans.
6. Divert or otherwise control surface water and waters flowing from existing projects, structures, or surrounding areas from coming onto the work and staging areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas. Following completion of Work, ditches, dikes, or other ground alterations made by the Contractor shall be removed and the ground surfaces shall be returned to their former condition, or as near as practicable, in the Project Manager's opinion.
7. Maintain construction sites to ensure that drainage from these sites will minimize erosion of stockpiled or stored materials and the adjacent native soil material.
8. Furnish all labor, equipment, and means required and shall carry out effective measures wherever, and as often as necessary, to prevent Contractor's operations from causing visible dust emissions to leave the work areas. These measures shall include, but are not limited to, providing additional watering equipment, reducing vehicle speeds on haul roads, restricting traffic on haul roads, covering haul vehicles, and applying an Engineer-approved, environmentally safe, dust palliative to well-traveled haul roads. The Contractor shall be responsible for damage resulting from dust originating from its operations. The dust abatement measures shall be continued for the duration of the Contract. Water the site in the morning and evening, and as often as necessary, and clean vehicles leaving the site as necessary to prevent the transportation of dust and dirt onto public roads. Dust control involving water shall be done in such a manner as to minimize waste and runoff from the site.
9. Construction staging areas shall be graded, or otherwise protected with BMPs, to contain surface runoff so that contaminants such as oil, grease, and fuel products do not drain towards receiving waters including wetlands, drainages, and creeks.
10. Furnish all labor, equipment and means required to prevent excessive noise from its Work activities. Comply with all local noise ordinances.
11. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
12. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of consistent with all applicable federal, state, and local laws and regulations.

13. Contaminated materials excavated and/or removed from the construction area shall be disposed of consistent with all applicable local, state, and federal laws and regulations.

1.2 DEFINITIONS

- A. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter 6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.
- B. State Water Resources Control Board Order WQ 2014-0194-DWQ/General Order No. CAG 140001 (General Drinking Water Discharges Permit) – NPDES Permit for Drinking Water System Discharges: Authorizes discharges from drinking water systems. Provides regulatory coverage for short-term or seasonal planned and emergency (unplanned) discharges resulting from a water purveyor's essential operations and maintenance activities undertaken to comply with the federal Safe Drinking Water Act, the California Health and Safety Code, and the State Water Board's Division of Drinking Water permitting requirements for providing reliable delivery of safe drinking water.
- C. State Water Resources Control Board ORDER NO. 2010-0014-DWQ NPDES NO. CAS000002 – NPDES Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit): Authorizes discharges of storm water associated with construction activity so long as the dischargers comply with all requirements, provisions, limitations and prohibitions in the permit. Provides regulatory coverage for construction sites or Linear Underground/Overhead Projects that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs more than one acre of land surface.

1.3 SUBMITTALS

- A. Storm Water Management
 1. Construction General Permit
 - a. The Contractor shall create a user account on the SWRCB's Storm Water Multi-Application & Report Tracking System (SMARTS). The Project Manager or appropriate District personnel will link the Contractor to the District's account as a Data Submitter. The Contractor shall prepare and upload to SMARTS Permit Registration Documents (PRDs), including, but not limited to, a Notice of Intent, a Site Specific Risk Assessment, a Site Map, and a Storm Water Pollution Prevention Plan (SWPPP) for the Project Manager or appropriate District personnel's review which meets the requirements of the SWRCB, for coverage under the General Construction Stormwater Permit (Order No. 2009-0009-DWQ) and

amendments thereto. Upon acceptance by the District, the Project Manager or appropriate District personnel will electronically certify and file the PRDs to gain permit coverage

- b. The Contractor shall be responsible for complying with the requirements of the Construction General Permit. The Contractor's responsibilities include, but are not limited to, providing qualified professionals as described in the permit to prepare and certify all permit-required documents/submittals and to implement effective stormwater/non-stormwater management practices, and conducting inspections and monitoring as required by the permit. The Contractor shall, in compliance with the permit, prepare and upload to SMARTS all required documents, photos, data, and/or reports (including the Annual Reports) and ensure permit coverage termination upon construction completion by preparing a Notice of Termination on SMARTS. The Contractor shall inform the Project Manager when documents/reports are available on SMARTS for certification and submittal.

2. Storm Water Pollution Prevention Plan

- a. Submit for acceptance a SWPPP that describes measures that shall be implemented to prevent the discharge of contaminated storm water runoff from the jobsite. Contaminants to be addressed include, but are not limited to, soil, sediment, concrete residue, pH less than 6.5 or greater than 8.5, and chlorine residual.
- b. SWPPP development and BMP implementation shall be under the direction of a Qualified Stormwater Pollution Plan Developer (QSD) properly trained per State Water Resources Control Board (SWRCB) requirements. The Contractor shall submit a copy of the QSD certificate and certificate number to the Project Manager along with the SWPPP

B. Water Control and Disposal Plan:

1. Non-Stormwater Discharges

- a. Plan shall describe measures for containment, handling, treatment (as necessary), and disposal of discharges such as groundwater (if encountered), runoff of water used for dust control, and stockpile leachate,. Contractor shall provide the Project Manager with containment, handling, treatment and disposal designs and a sampling & analysis plan for approval before commencing the Work. Sampling and analysis shall be in conformance with Sections 1.3 (G) *Analytical Test Results* and 3.1 *SAMPLING AND ANALYSIS*.

C. Spill Prevention and Response Plan

1. Submit plan detailing the means and methods for preventing and controlling the spilling of known hazardous substances used on the jobsite or staging areas. The plan shall include a list of the hazardous substances proposed for use or generated by the Contractor on site, including petroleum products, and measures that will be taken to prevent spills, monitor hazardous substances, and provide immediate response to spills. Spill response measures shall address notification of the Project Manager and appropriate agencies including phone numbers; spill-related worker, public health, and safety issues; spill control, and spill cleanup.
2. Submit a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used prior to delivery of the material to the jobsite.

D. Dust Control and Monitoring Plan:

1. Submit a plan detailing the means and methods for controlling and monitoring dust generated by demolition and other work on the site for the Project Manager's acceptance prior to any work at the jobsite. The plan shall also include measures for the control of paint overspray generated during the painting of exterior surfaces. The plan shall detail the equipment and methods used to monitor compliance with the plan. The handling and disposal of water used in compliance with the Dust Control Plan shall be addressed in the Water Control and Disposal Plan.

E. Tuneup Logs

1. The Contractor shall submit a log of required tuneups for all construction equipment, particularly haul and delivery trucks, on a quarterly basis for review.

F. Hazardous Waste Manifests:

1. Contractor shall use the "Uniform Hazardous Waste Manifest," EPA form 8700-22. The manifest must be printed by a USEPA approved printer as listed at <https://www.epa.gov/hwgenerators/approved-registered-printers-epas-manifest-registry>. Contractor shall prepare and District will review all hazardous waste manifests for acceptability prior to use.
2. Submit the "Generator's Initial Copy" and a legible photocopy of the first page of hazardous waste manifests, land disposal restriction forms, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within 5 days of off-haul.
3. Submit proof that the transporter is certified by the State to transport hazardous wastes prior to any off-haul of hazardous wastes.

4. Submit name of disposal site where hazardous waste will be disposed of for Project Manager's approval. Hazardous waste may only be disposed of at hazardous waste disposal facilities approved by the District.

G. Analytical Test Results:

1. Submit laboratory analysis results of samples taken and analyzed, include collection methods, locations, and frequencies.
 - a. Include analytical methods for each material sampled.
 - b. Include sampling chain of custody from testing laboratory and QA/QC reports.
 - c. Specify any follow-up analysis to be run based on results.
 - d. Submit results of all follow-up analysis.
2. Provide characterization of all trench soils materials, including solid wastes and liquid wastes, to the Project Manager prior to movement of those materials.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 SAMPLING AND ANALYSIS PLAN

- A. Contractor is responsible for characterizing stockpiled trench soils and providing the District with analytical results.
- B. Sampling and Testing of Materials:
 1. All sampling and testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.
 2. Sampling and analysis of trench soils, including solid and liquid wastes, shall be conducted to meet the requirements of the end-use accepting facility.
 3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

4. Project Manager or appropriate District personnel may witness sampling and may take samples for District records and for additional analyses if required. Notify the Project Manager at least 24 hours prior to sampling.

3.2 WASTE DISPOSAL

- A. Project Manager or appropriate District personnel will review laboratory analysis results for District acceptance of Contractor Characterization of waste classification.
- B. Project Manager or appropriate District personnel will obtain a Hazardous Waste Generator's EPA ID Number if required for disposal of hazardous wastes.
- C. Project Manager or appropriate District personnel will give Contractor written notice to dispose of all or a portion of the waste material at a Class I disposal site if the District determines that such disposal is required based on review of Contractors waste characterization and the analytical results of samples collected.
- D. Screened and sorted materials shall be stored or stockpiled at each site until classified and accepted for movement by the Project Manager or appropriate District personnel.
- E. Transport materials in accordance with all local, state, and federal laws, rules, and regulations.

3.3 DUST CONTROL AND MONITORING

A. Dust Control

1. Contractor shall implement all necessary dust control measures, including but not limited to the following:
 - a. Water and/or coarse rock all dust-generating construction areas as directed by Project Manager or appropriate District personnel to reduce the potential for airborne dust from leaving the site.
 - b. Cover all haul trucks entering/leaving the site and trim their loads as necessary.
 - c. Using wet power vacuum street sweepers to:
 - 1) Sweep all paved access road, parking areas and staging areas at the construction site daily or as often as necessary.
 - 2) Sweep public roads adjacent to the site at least twice daily or as often as necessary.
 - d. Gravel or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

- e. Water and/or cover soil stockpiles daily.
 - f. Hydroseed or otherwise stabilize exposed soil/rock side slopes.
 - g. Restrict on-site construction vehicle speeds to fifteen (15) mph or less.
- B. The dust control system shall comply with the Dust Control and Monitoring Plan, the requirements of this section, and any applicable laws and regulations.

3.4 EMISSIONS CONTROL

A. Air Quality and Emissions Control

1. The Contractor shall ensure that line power is used instead of diesel generators at all construction sites where line power is available.
2. The Contractor shall ensure that for operation of any stationary, compression-ignition engines as part of construction, comply with Section 93115, Title 17, California Code of Regulations, Airborne Toxic Control Measure for Stationary Compression Ignition Engines, which specifies fuel and fuel additive requirements as well as emission standards.
3. Fixed temporary sources of air emissions (such as portable pumps, compressors, generators, etc.) shall be electrically powered unless the Contractor submits documentation and receives approval from the Project Manager that the use of such equipment is not practical, feasible, or available. All portable engines and equipment units used as part of construction shall be properly registered with the California Air Resources Board or otherwise permitted by the appropriate local air district, as required.
4. Contractor shall implement standard air emissions controls such as:
 - a. Minimize the use of diesel generators where possible.
 - b. Limit idling of off-road compression ignition vehicles to 5 minutes or less.
 - c. Minimize unnecessary idling of mobile construction equipment.
 - d. Follow applicable regulations for fuel, fuel additives, and emission standards for stationary, diesel-fueled engines.
 - e. Locate generators at least 100 feet away from adjacent homes and ball fields.
 - f. Perform regular low-emission tune-ups on all construction equipment, particularly haul trucks and earthwork equipment.

5. Contractor shall implement the following measures to reduce greenhouse gas emissions from fuel combustion:
 - a. On road and off-road vehicle tire pressures shall be maintained to manufacturer specifications. Tires shall be checked and re-inflated at regular intervals.
 - b. Construction equipment engines shall be maintained to manufacturer's specifications.

END OF SECTION



EXHIBIT H ALLOWANCES

EXHIBIT – H
ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: All items noted in Schedule of Allowances.

1.2 SCHEDULE OF ALLOWANCES

- A. The following monetary amounts shall be included in the bid on the Proposal Form for Stormwater Pollution Prevention Plan development and best management practice implementation for the following three sites.

1.	Briones	\$650,000
2.	Miller Road	\$200,000
3.	Amador	\$50,000

1.3 COSTS INCLUDED IN ALLOWANCES

- A. Cost of product and material to Contractor, less applicable trade discounts.
- B. Cost of labor required.
- C. Cost of equipment required.
- D. Applicable taxes and fees.

1.4 USE OF ALLOWANCES

- A. All work under allowances shall be approved in writing by the Project Manager prior to commencement of work by the Contractor.
- B. All labor, material, and equipment shall be subject to approval of the Project Manager.
- C. Contractor shall provide shop drawings, product data, and samples for materials provided under allowances.
- D. Unused portions of the allowances shall be credited to the District.

1.5 PAYMENT

- A. Payment for work completed under allowances shall be in accordance with the General Requirements (EXHIBIT C).
- B. Contractor shall maintain complete and accurate daily records of the costs of any portion of the work completed under allowances.

END OF SECTION



EXHIBIT I REFERENCE DOCUMENTS

Item	Title
1	Storm Water Pollution Prevention Plan Briones Site
2	Storm Water Pollution Prevention Plan Miller Road Site
3	Storm Water Pollution Prevention Plan Amador Site
4	Memo Re: Briones Stockpile Repair Options