

# **REQUEST FOR PROPOSAL (RFP)**

## **Two Dog Bridge Abutments**

### **ADDENDA**

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center/](http://ebmud.com/business-center/)

### **CONTACT**

**Bert Mulchaey, Supervising Biologist**  
(510) 287-2038  
[bert.mulchaey@ebmud.com](mailto:bert.mulchaey@ebmud.com)

### **RESPONSE DUE**

April 18, 2023  
2:00 p.m. PST

### **SUBMIT ELECTRONICALLY TO\***

**Bert Mulchaey, EBMUD**  
[bert.mulchaey@ebmud.com](mailto:bert.mulchaey@ebmud.com)

*\*Hardcopy proposals will not be accepted*

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

**RFP**

**for**

## **Two Dog Bridge Abutments**

### **TABLE OF CONTENTS**

#### **I. STATEMENT OF WORK**

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES

#### **II. CALENDAR OF EVENTS**

#### **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. NOTICE OF INTENT TO AWARD AND PROTESTS
- E. WARRANTY
- F. INVOICING
- G. BONDS

#### **IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

#### **ATTACHMENTS**

- EXHIBIT A - RFP RESPONSE PACKET
- EXHIBIT B - INSURANCE REQUIREMENTS
- EXHIBIT C - GENERAL REQUIREMENTS
- EXHIBIT D - BOND FORMS
- EXHIBIT E - DRAWINGS AND SPECIFICATIONS
- EXHIBIT F - PROJECT PERMIT REQUIREMENTS

**I. STATEMENT OF WORK**

**A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe framing and pouring of two reinforced concrete abutments and associated footings and wing walls for the Two Dog Bridge Project.

East Bay Municipal Utility District (District) intends to award a one-year contract to the Proposer(s) who best meets the District's requirements.

The East Bay Municipal Utility District is restoring fish access to upper Kaiser Creek by replacing a corrugated metal culvert with a prefabricated channel spanning bridge. The culvert was removed, and the channel was restored in summer of 2022. The site is on EBMUD's East Bay Watershed near Castro Valley, and the site access is via watershed dirt roads. EBMUD is seeking a contractor to frame and pour reinforced concrete abutments and associated footings and wing walls for the prefabricated bridge. The site will be excavated to proper grade for the abutments by EBMUD and no significant excavation or backfilling will be required by the contractor.

**B. PROPOSER QUALIFICATIONS**

**1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing construction services for at least three (3) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

**C. SPECIFIC REQUIREMENTS**

The Two Dog culvert is located on Kaiser Creek within the Upper San Leandro Reservoir Watershed in Alameda County. The site location is in unincorporated Alameda County near Las Trampas Ridge west of the city of Alamo. Kaiser Creek is on East Bay Municipal Utility District Upper San Leandro Reservoir watershed which is accessible from the end of Camino Pablo Rd. in Moraga and from Redwood Road in Castro Valley. Access to the project site requires a 15-minute drive into the watershed on dirt roads which can accommodate most large trucks. However, some of the access road may have tight turns and height restrictions for taller vehicles due to overhanging trees.

The project will replace an existing 6-foot diameter corrugated metal culvert with a prefabricated steel channel-spanning bridge to improve fish passage at the site and restore natural channel function. EBMUD removed the culvert and restored the creek

channel during the first phase of the project in summer 2022. Phase 2 of the project consists of excavation for the two bridge abutments, framing and pouring of the reinforced concrete footings, backfilling the abutments, placement of the prefabricated bridge and restoration of the dirt road.

EBMUD staff will perform the necessary excavation and backfilling for the abutments, place the bridge and restore the dirt road at the site. EBMUD is seeking a contractor to frame and pour the abutments and associated footings and wing walls on site. The abutments and associated structures shall be installed according to the specifications and construction drawings attached as Exhibit E.

The scope of work will include the framing and pouring of two cast-in-place reinforced concrete abutments (approximately 20 x 15 foot) and four adjoining wing walls. The project is remote and will require onsite pouring of concrete for the abutments. The contract will include the framing, pouring of the reinforced concrete abutments, curing, and removal of all framing and materials once the concrete has cured.

Project environmental permits require that the project be constructed in the dry season and that all construction be completed by October 15<sup>th</sup>, 2023. Based on these restrictions, framing, pouring and curing of the footings must be completed by September 25<sup>th</sup>, 2023, such that EBMUD can complete the backfilling and final placement of the pre-fabricated bridge well in advance of the October 15<sup>th</sup> deadline. Abutment construction must follow all requirements and protection measures spelled out in the project permits from the Army Corps of Engineers, the Water Board and the California Department of Fish and Wildlife attached in Exhibit F.

D. DELIVERABLES

1. Two reinforced concrete abutments with associated footings and wing walls.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	March 21, 2023
Optional Site Walk	Date to be determined (if necessary)
Response Due	April 18, 2023 by 2:00 p.m.
Anticipated Contract Start Date	July 15, 2023

**Note:** All dates are subject to change by District.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

## OPTIONAL SITE WALK

A link to a video has been provided below. The video shows the access to the site on watershed roads so that bidders have an idea of access constraints. The video shows the route from our watershed boundary gate out to the site of work. An optional site walk may be scheduled if requested by bidders after watching the video. The site walk will only be provided if roads have dried enough to provide access by the scheduled date. Damage to watershed access roads from severe winter storms this year has made it unlikely that a site walk can be performed before bids are due. If access is not feasible before bids are due, bidders are expected to use the video (link below) to develop their bid.

The video can be found here: <https://youtu.be/SU2uNT-KJVI>

All Proposers who wish to attend the site visit (if feasible) must register with Bert Mulchaey at [bert.mulchaey@ebmud.com](mailto:bert.mulchaey@ebmud.com) no later than 3:00PM, Tuesday March 28, 2023.

The Optional site walk will be held (if feasible) to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the project site and access roads to the project.
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.
5. All Proposers will meet at a pre-arranged location and then will proceed to the project location.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk.

## **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

### **A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection 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 purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee 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 Selection Committee.

The Selection Committee 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 the 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. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Cost:</b> 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"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the District to finance this project).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
<b>B.</b>	<p><b>Implementation Plan and Schedule:</b> 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 mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.</p>
<b>C.</b>	<p><b>Relevant Experience:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>
<b>D.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b> 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>
<b>E.</b>	<p><b>Understanding of the Project:</b></p>

	<p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> </ol> <p>Has the Proposer demonstrated that it understands the District's time schedule and can meet it?</p>
<b>F.</b>	<p><b>Methodology:</b></p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>4. Does the methodology interface with the District's time schedule?</li> </ol>
<b>G.</b>	<p><b>Contract Equity Program:</b></p> <ol style="list-style-type: none"> <li>3. Proposer shall be eligible for SBE or DVBE preference points if they are a certified 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. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</li> </ol>

c. PRICING

1. Prices quoted shall be firm for the first 12 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 Contractors proposing 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 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 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 Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor 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 Contractor or by any Subcontractor. 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 Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. 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 Contractor because of payment by Contractor 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 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. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a General Services Contract will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. 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.

Proposal 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 proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, 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 workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the 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 workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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 proposal 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. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of one year from the date of acceptance by the District.

F. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. 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 agreement signed by both parties.

G. BONDS

1. The successful Proposer will be required to post and maintain a Performance Bond and 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 E - 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 to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:  
Attn: Bert Mulchaey, Supervising Fisheries and Wildlife Biologist  
EBMUD- Fisheries and Wildlife  
E-Mail: bert.mulchaey@ebmud.com  
PHONE: (510) 287-2038

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:  
Attn: Contract Equity Office  
PHONE: (510) 287-0114

AFTER AWARD:  
Attn: Bert Mulchaey, Supervising Fisheries and Wildlife Biologist  
EBMUD-Fisheries and Wildlife  
E-Mail: bert.mulchaey@ebmud.com  
PHONE: (510) 287-2038

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to bert.mulchaey@ebmud.com. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-2038 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an 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.
4. 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.

5. 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.
6. 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, B, C, D, E, F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. 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 – Two Dog Bridge Abutments

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_  
(Official Name of Proposer)

#### RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
  - **EXHIBIT A – RFP RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **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 WHOLE.**
- **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.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”.**



## 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.
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 an 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 acknowledges that 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.
10. 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.
11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- Proposer is not an SBE nor a DVBE 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 CEP and EEO forms at the hyperlink contained in the CEP and EEO 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/DVBE 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 (DIR) 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.

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.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Senior personnel	hour		\$	\$
Junior personnel	hour		\$	\$
Materials				
<b>TOTAL COST</b>				\$



## 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 two (2) 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. 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. 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 for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.

5. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
  
6. **References:** References MUST demonstrate the successful completion of construction projects of the same quality and manner as that which is described in this RFP.
  - (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.
  
7. **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.**
  
8. **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 an RFP response.

## RFP For – Two Dog Bridge Abutments

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of 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 – Two Dog Bridge Abutments**

**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 Contractors 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.

**Contractor 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 contractors 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 Contractors 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 proposal the appropriate forms.

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

[Contract Equity 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

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

I. The following provisions applicable to all required insurance:

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.

C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.



I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

## INSURANCE VERIFICATION DOCUMENTS

### II. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
  - Coverage B. Employer's Liability of not less than:
    - Bodily Injury by accident: \$1,000,000 each accident
    - Bodily Injury by disease: \$1,000,000 each employee
    - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

### Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

**As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured Retention:Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

### **III. Commercial General Liability Insurance (“CGL”) Coverage**

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- |                                    |  |
|------------------------------------|--|
| Bodily Injury and Property Damage  | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations      | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- K. “Independent CONTRACTOR’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Occurrence: \$** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

#### **IV. Business Auto Liability Insurance Coverage**

CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Accident/Occurrence \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

## **V. Pollution Liability Insurance Coverage**

A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit:	\$2,000,000;
Aggregate Limit:	\$2,000,000.

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

E. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

### **Verification of Pollution Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$ \_\_\_\_\_**



**Policy Limit: Per Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_**

**Policy Number: \_\_\_\_\_**

**Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_**

**Insurance Carrier Name: \_\_\_\_\_**

**Insurance Broker or Agent: Print Name: \_\_\_\_\_**

**Insurance Broker or Agent's Signature: \_\_\_\_\_**

## **VI. Excess and/or Umbrella Liability Insurance Coverage**

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.

2. Coverage shall be included for all premises and operations in any way related to this Agreement.

3. There will be no exclusion for explosions, collapse, or underground damage (XCU).

4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.

5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."

6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.

7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or

suit is brought, except with respect to the policy's limits.

9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Claim \$** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

# EXHIBIT C

## GENERAL REQUIREMENTS

Effective: June 9, 2021  
Supersedes: September 1, 2021

### CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY
8. Not Used
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

#### 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**

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

**8. NOT USED**

**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](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform 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 to 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](http://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**

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. 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 Project Manager. 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/wpnodb.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 the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- 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.

{00040700;1}  
REV. 9/19

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**

Contractor expressly agrees to defend, indemnify, and hold harmless 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 Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

## **22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

## **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. 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.

## **25. 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.

**26. 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.

**27. 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.

**28. 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**



# BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_

as Principal (name and California address where service may be effected), and \_\_\_\_\_

as Surety (name and California address where service may be effected), are held and firmly bound unto the EAST BAY MUNICIPAL UTILITY DISTRICT, hereinafter called the District, in the sum equal to Ten Per Cent of the Total Amount of the Bid submitted by the Principal to the District under the Specifications accompanying this bond and which are incorporated by reference herein, or One Thousand Dollars (\$1,000), whichever is greater, for the payment of which sum in lawful money of the United States of America to the District we 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 Principal has submitted said bid to the District;

NOW, THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by said Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Principal

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.*

Specifications / Proposal No. \_\_\_\_\_

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

\*\* Corporate Secretary or financial officer



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)

Sample Only

**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 \_\_\_\_\_  
**Sample Only**

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)

Sample Only

**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.

Sample Only \_\_\_\_\_ 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**  
**DRAWINGS AND SPECIFICATIONS**

# STRUCTURAL NOTES AND SPECIFICATIONS

## A. GENERAL

- STRUCTURAL PLANS AND CALCULATIONS ARE IN ACCORDANCE WITH THE 2019 CBC, AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 6TH EDITION

## B. EARTHWORK

- FOOTINGS ARE PROPORTIONED PER GEOTECHNICAL PARAMETERS FOR DESIGN PREPARED BY EAST BAY MUNICIPAL UTILITY DISTRICT, DATED DECEMBER 28, 2021.
- CONTRACTOR SHALL CAREFULLY EXCAVATE ALL MATERIALS NECESSARY OF WHATEVER NATURE, FOR CONSTRUCTION OF THE WORK. ANY MATERIAL OF AN UNSUITABLE OR DELETERIOUS NATURE DISCOVERED BELOW THE BOTTOMS OF THE FOUNDATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE GEOTECHNICAL ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL EXCAVATIONS SHALL BE INSPECTED BY THE PROJECT GEOTECHNICAL ENGINEER.
- SEE GEOTECHNICAL ENGINEERS REPORT FOR ADDITIONAL SPECIFICATIONS.
- BACKFILL SHALL NOT BE PLACED BEHIND RETAINING WALLS UNTIL 21 DAYS AFTER PLACING CONCRETE OR GROUT, OR UNTIL THE CONCRETE OR GROUT HAS DEVELOPED A COMPRESSIVE STRENGTH OF NOT LESS THAN 2,500 PSI, WHICHEVER OCCURS FIRST. PERMEABLE MATERIALS PLACED BEHIND RETAINING WALLS SHALL BE OF THE TYPE SPECIFIED ON PLANS.

## C. CONCRETE

- POURED IN PLACE CONCRETE WORK SHALL BE CONSTRUCTED OF NORMAL WEIGHT, PORTLAND CEMENT CONCRETE, HAVING A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI. ALL PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," LATEST EDITION. MAXIMUM CONCRETE SLUMP SHALL BE 4 INCHES. THE USE OF ANY ADMIXTURE IN THE CONCRETE MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
- WATER TO CEMENT RATIO SHALL BE 0.45 OR LESS.
- ALL NEWLY PLACED CONCRETE SHALL BE CURED IN ACCORDANCE WITH THE PROVISIONS IN ACI 308, "STANDARD PRACTICE FOR CURING CONCRETE," LATEST EDITION. METHOD OF CURING SHALL BE AT THE OPTION OF THE CONTRACTOR WITH APPROVAL OF THE OWNER.
- ALL METAL ANCHORAGE DEVICES, ANCHOR BOLTS, ETC. SHALL BE SECURED IN PLACE AND INSPECTED BY STRUCTURAL ENGINEER PRIOR TO PLACING CONCRETE.
- ALL WORK DONE UNDER THIS SECTION SHALL CONFORM WITH THE APPLICABLE PORTIONS OF ACI 318, LATEST EDITION.
- CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGN TO STREETER GROUP INC. FOR FAVORABLE REVIEW PRIOR TO ORDERING CONCRETE.

## D. REINFORCEMENT

- USE GRADE 40 DEFORMED REINFORCING FOR #3 AND SMALLER BARS AND GRADE 60 FOR #4 AND LARGER BARS CONFORMING TO THE REQUIREMENTS OF ASTM A615. STAGGERED REINFORCING BAR CONTACT SPLICES SHALL BE LAPPED PER DETAIL 1/S1. SUPPORT HORIZONTAL STEEL AT BOTTOM ON MORTAR BLOCKS. MINIMUM CLEARANCE SHALL BE 3 INCHES FOR SURFACES POURED AGAINST EARTH AND 2 INCHES ELSEWHERE U.N.O.
- ALL REINFORCING SHALL BE SECURED IN PLACE AND INSPECTED BY THE STRUCTURAL ENGINEER PRIOR TO PLACING ANY CONCRETE OR GROUT.
- ALL WORK DONE UNDER THIS SECTION SHALL CONFORM WITH THE APPLICABLE PORTIONS OF ACI 318, LATEST EDITION, PARTICULARLY CHAPTER 7, "DETAILS OF REINFORCEMENT".

## E. SPECIAL INSPECTION

- SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED BELOW. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE FOR THE INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- REPORTS: SHALL BE PREPARED BY THE INSPECTOR AND SIGNED BY A CALIFORNIA CIVIL ENGINEER, SUBMITTED TO THE BUILDING OFFICIAL AND TO THE ENGINEER OF RECORD. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION; THEN, IF NOT CORRECTED, TO THE BUILDING OFFICIAL AND THE ENGINEER OF RECORD.
- CERTIFICATION: INSPECTOR MUST BE CERTIFIED BY THE BUILDING OFFICIAL TO PERFORM THE TYPES OF INSPECTIONS SPECIFIED.
- INSPECTION IS REQUIRED OF THE FOLLOWING ITEMS:

ITEM	INSPECTION TASK	PERIODIC OR CONTINUOUS
CONCRETE ABUTMENTS AND WING WALLS	REINFORCING AND ANCHOR BOLT PLACEMENT PRIOR TO PLACEMENT OF CONCRETE	PERIODIC
	VERIFY THE USE OF THE REQUIRED DESIGN MIX PRIOR TO PLACEMENT OF CONCRETE	PERIODIC
	DURING CONCRETE SAMPLING TO FABRICATE SPECIMENS FOR STRENGTH TEST, PERFORM SLUMP TESTS, AND DETERMINE CONCRETE TEMPERATURE	CONTINUOUS
	DISTRIBUTE TEST REPORTS TO OWNER, CONTRACTOR, AND STREETER GROUP, INC.	CONTINUOUS
SOILS BY GEOTECHNICAL ENGINEER OF RECORD	VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	PERIODIC
	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	PERIODIC
	VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.	CONTINUOUS
	OBSERVE SUBGRADE PRIOR TO PLACEMENT OF CONTROLLED FILL AND VERIFY THAT SITE HAS BEEN PROPERLY PREPARED.	PERIODIC
PREFABRICATED STEEL BRIDGE	SINGLE PASS FIELD FILLET WELDS LESS THAN AND EQUAL TO 3/8"	PERIODIC
	HIGH STRENGTH FIELD BOLTING	PERIODIC

- INSPECTION OF FABRICATORS: THE FABRICATION OF ALL STEEL STRUCTURAL LOAD-BEARING MEMBERS AND ASSEMBLIES MAY BE PERFORMED ON THE PREMISES OF A FABRICATOR'S SHOP. SPECIAL INSPECTION OF THESE FABRICATED ITEMS SHALL BE REQUIRED AS STATED BELOW.

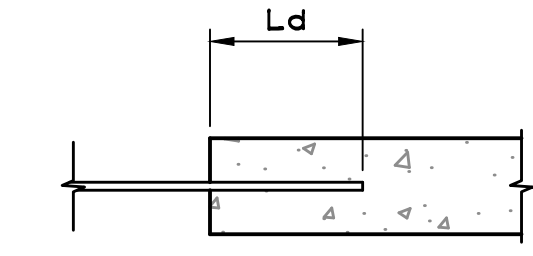
- THE SPECIAL INSPECTOR SHALL VERIFY THAT THE FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR INSPECTION CONTROL OF THE WORKMANSHIP AND THE FABRICATOR'S ABILITY TO CONFORM TO APPROVED CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. THE SPECIAL INSPECTOR SHALL REVIEW THE PROCEDURES FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENTS FOR THE FABRICATOR'S SCOPE OF WORK.
- SPECIAL INSPECTIONS ARE NOT REQUIRED WHERE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

## F. SUBMITTALS

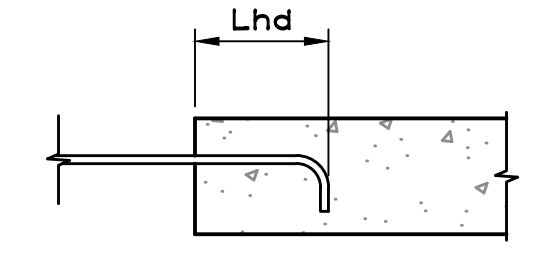
- BRIDGE MANUFACTURER SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS PREPARED AND SIGNED BY A LICENSED CALIFORNIA ENGINEER FOR FAVORABLE REVIEW PRIOR TO FABRICATION.

ABBREVIATIONS			
AB	Anchor Bolt	(E)	Existing
ABV	Above	EA	Each
ACI	American Concrete Institute	ENGR	Engineer
AL	Aluminum	EXT	Exterior
ALT	Alternate	FLR	Floor
APA	American Plywood Association	FND	Foundation
ARCH	Architect	FOC	Face of Concrete
ATR	All Thread Rod	FRMG	Framing
BLW	Below	FT	Foot or Feet
BM	Beam	FTG	Footing
BP	Base Plate	GALV	Galvanized
BRG	Bearing	GLD	Glued Laminated
CL	Center Line	HD	Holdown
CLR	Clear, Clearance	HDR	Header
COL	Column	HORIZ	Horizontal
CONC	Concrete	HT	Height
CONN	Connection	INT	Interior
CONT	Continuous	JST(S)	Joint(s)
CNTR	Center	MB	Machine Bolt
DBL	Double	MI	Malleable Iron
DF	Douglas Fir	MIN	Minimum
DIA	Diameter	NI	New
DTL	Detail	OC	On Center
DWG	Drawing	OH	Opposite Hand
		OPNG	Opening
		PL	Plate or Property Line
		PLY	Plywood
		PSF	Pounds per Square Foot
		PSI	Pounds per Square Inch
		PTDP	Preservative Treated
		RDWD	Redwood
		REIN	Reinforcement
		REQD	Required
		RTW	Retaining Wall
		SAD	See Architectural Drawings
		SF	Square Foot
		SIM	Similar
		SPEC	Specifications
		SQ	Square
		SS	Stainless Steel
		STD	Standard
		STL	Steel
		T&B	Top and Bottom
		TOC	Top of Concrete
		TOW	Top of Wall
		TYP	Typical
		UBC	Uniform Building Code
		UNO	Unless Noted Otherwise
		Ø	Diameter

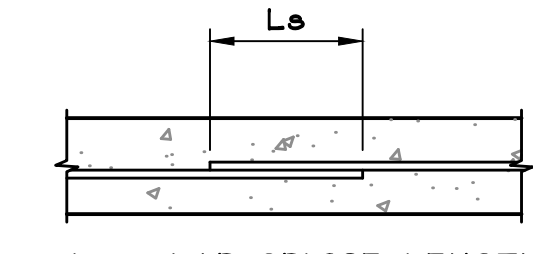
CONCRETE REINFORCEMENT DEVELOPMENT AND SPLICE LENGTHS (INCHES)																				
BAR LOCATION	CONCRETE		BAR SIZE																	
	TYPE	STRENGTH	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12								
ABUTMENT/WALL VERT. BARS	NWC	2.5 KSI	12	16	6	16	21	6	30	39	11	36	47	13	53	69	15	60	78	17
ABUTMENT/WALL HORIZ. BARS	NWC	2.5 KSI	16	21	6	21	28	6	39	51	11	47	62	13	69	90	15	78	102	17



Ld = DEVELOPMENT LENGTH



Lhd = HOOK DEVELOPMENT LENGTH

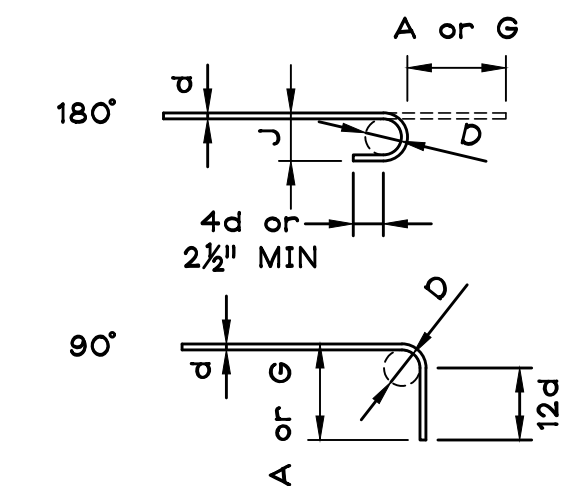


Ls = LAP SPLICE LENGTH

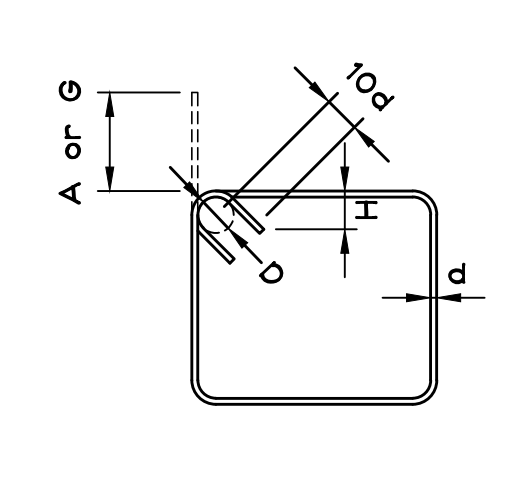
- NOTES:
- WHEN SPLICING BARS OF DIFFERENT SIZE, USE LAP SPLICE LENGTH OF LARGER BAR; U.N.O.
  - STAGGER SPLICES IN PARALLEL BARS.

## REINFORCING SPLICE AND DEVELOPMENT LENGTHS

Hooks & Splices S1



STD. HOOKS AND BENDS



STIRRUPS AND TIES

END HOOKS				
BAR SIZE	D	180 DEGREE HOOKS		90 DEGREE HOOKS
		A or G	J	A or G
#3	2 1/8"	5"	3"	6"
#4	3"	6"	4"	8"
#5	3 7/8"	7"	5"	10"
#6	4 1/2"	8"	6"	12"
#7	5 1/2"	10"	7"	14"
#8	6"	11"	8"	16"
#9	6 7/8"	12"	9"	18"

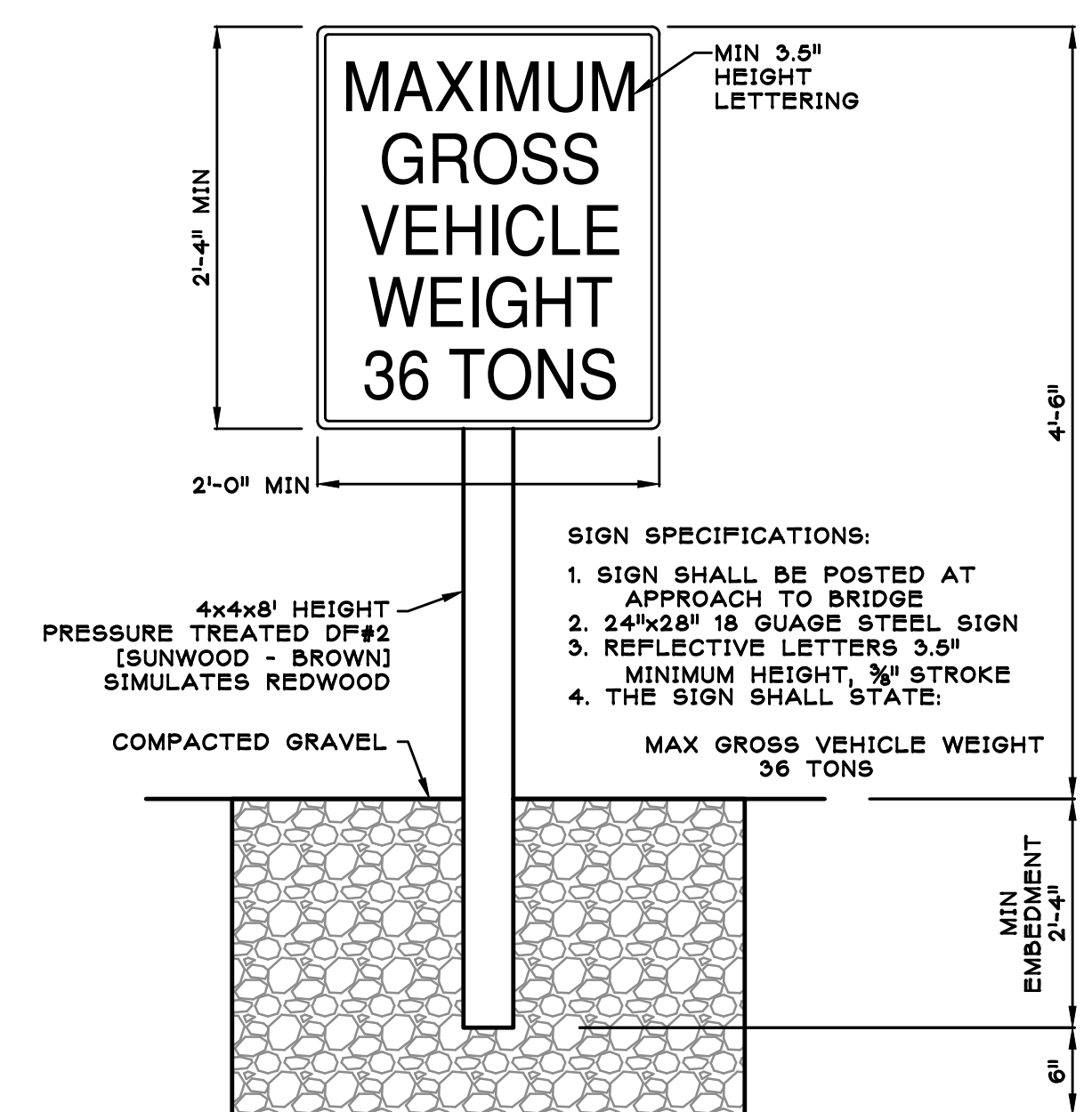
STIRRUPS AND TIES				
BAR SIZE	D	90 DEGREE HOOKS		135 DEGREE HOOKS
		A or G	A or G	H APPROX
#3	1 1/8"	4"	4"	2 1/2"
#4	2"	4 1/2"	4 1/2"	3"
#5	2 1/2"	6"	5 1/2"	3 1/2"

SEISMIC TIES				
BAR SIZE	D	135 DEGREE HOOKS		
		A or G	H	APPROX
#3	1 1/8"	5"	3 1/2"	
#4	2"	6 1/2"	4 1/2"	
#5	2 1/2"	8"	5 1/2"	

- NOTE:
- DO NOT FIELD BEND REINFORCEMENT PARTIALLY EMBEDDED IN CONCRETE

## HOOKS AND BENDS

Hooks & Splices S1



## BRIDGE SIGN

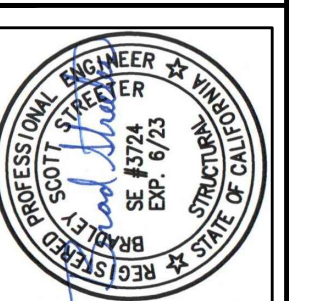
Bridge Sign S1

REVISIONS	BY
1	
2	
3	
4	
5	
6	

**Streeter Group, Inc.**  
 Architectural/Structural Engineering  
 2571 Main Street, Suite C, Soquel, CA 95073  
 Phone: (831) 477-1781 | www.streetergroup.com



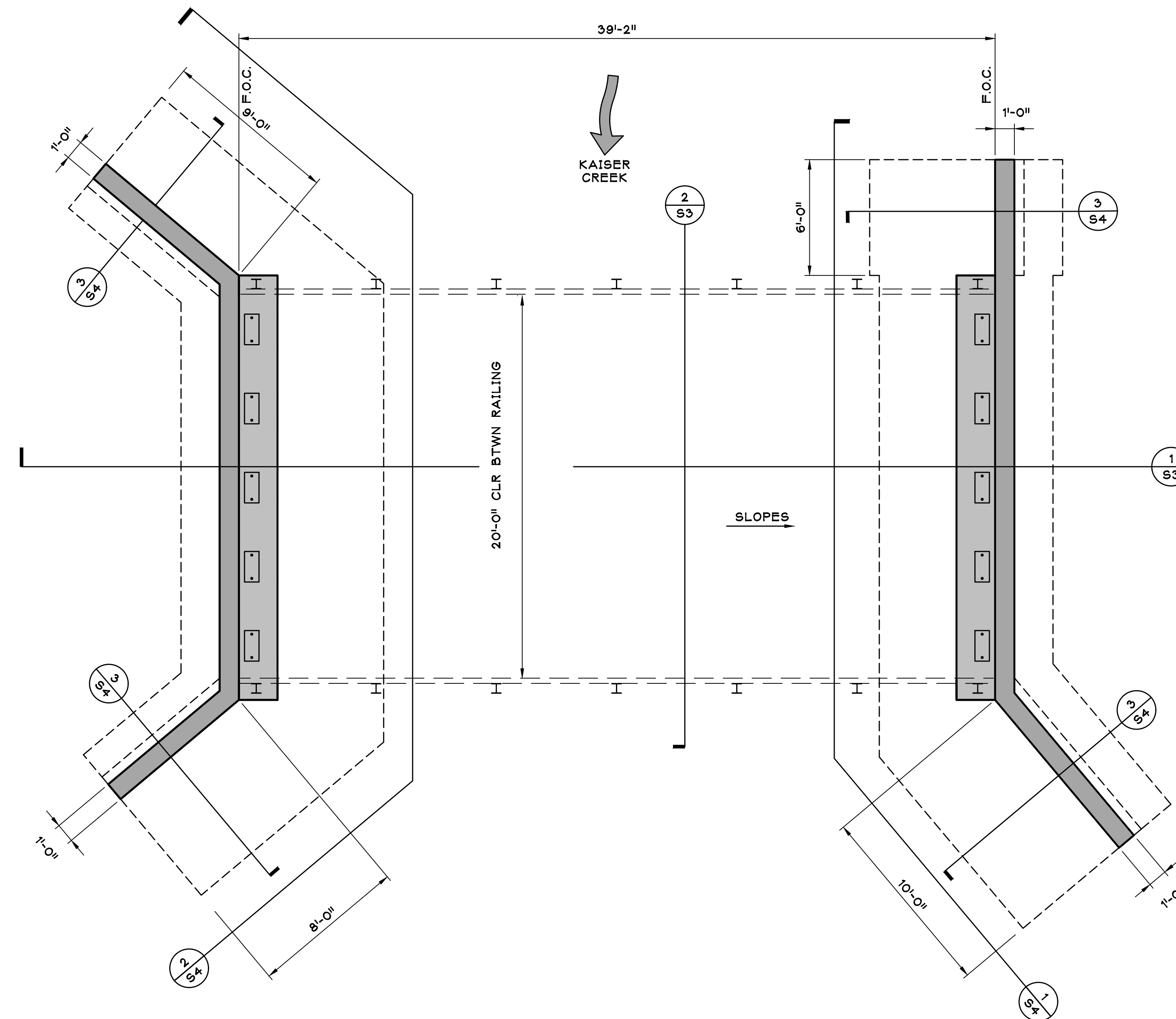
**TWO DOG CULVERT REPLACEMENT PROJECT**  
 EAST BAY MUNICIPAL UTILITY DISTRICT



**STRUCTURAL NOTES, & SPECIFICATIONS, & TYPICAL DETAILS**

DATE:	11-10-22
SCALE:	AS NOTED
DRAWN BY:	
CHECK BY:	
CAD FILE:	
JOB NO:	21035
SHEET	S1
OF	5 SHEETS





**RIVER RIGHT ABUTMENT PLAN**

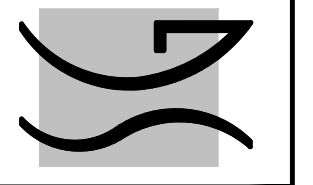
SCALE 1/4" = 1'-0"

**RIVER LEFT ABUTMENT PLAN**

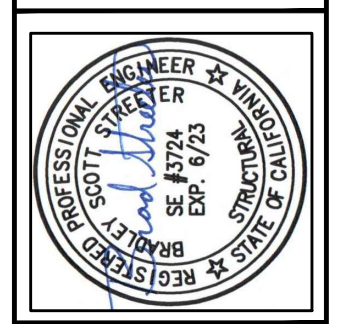
SCALE 1/4" = 1'-0"

REVISIONS	BY
1	
2	
3	
4	
5	
6	

**Streefer Group, Inc.**  
 Architectural/Structural Engineering  
 2571 Main Street, Suite C, Soquel, CA 95073  
 Phone: (831) 477-1731 www.streefergroup.com

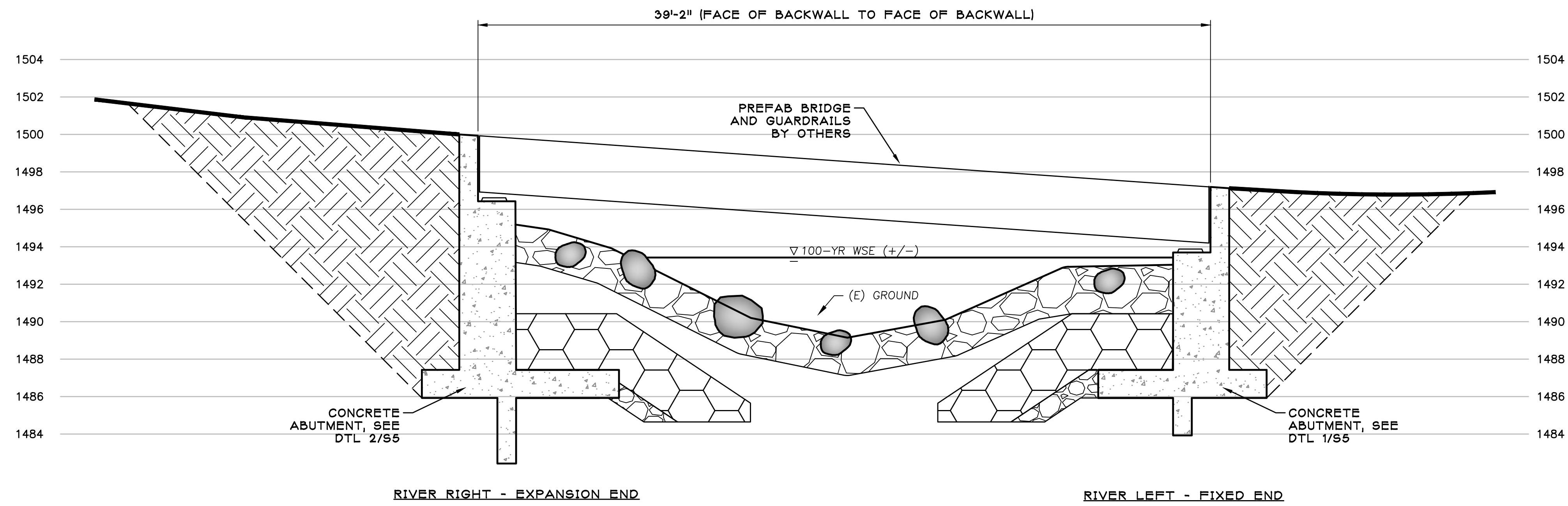


**TWO DOG CULVERT  
 REPLACEMENT PROJECT**  
 EAST BAY MUNICIPAL UTILITY DISTRICT



**ABUTMENT PLANS**

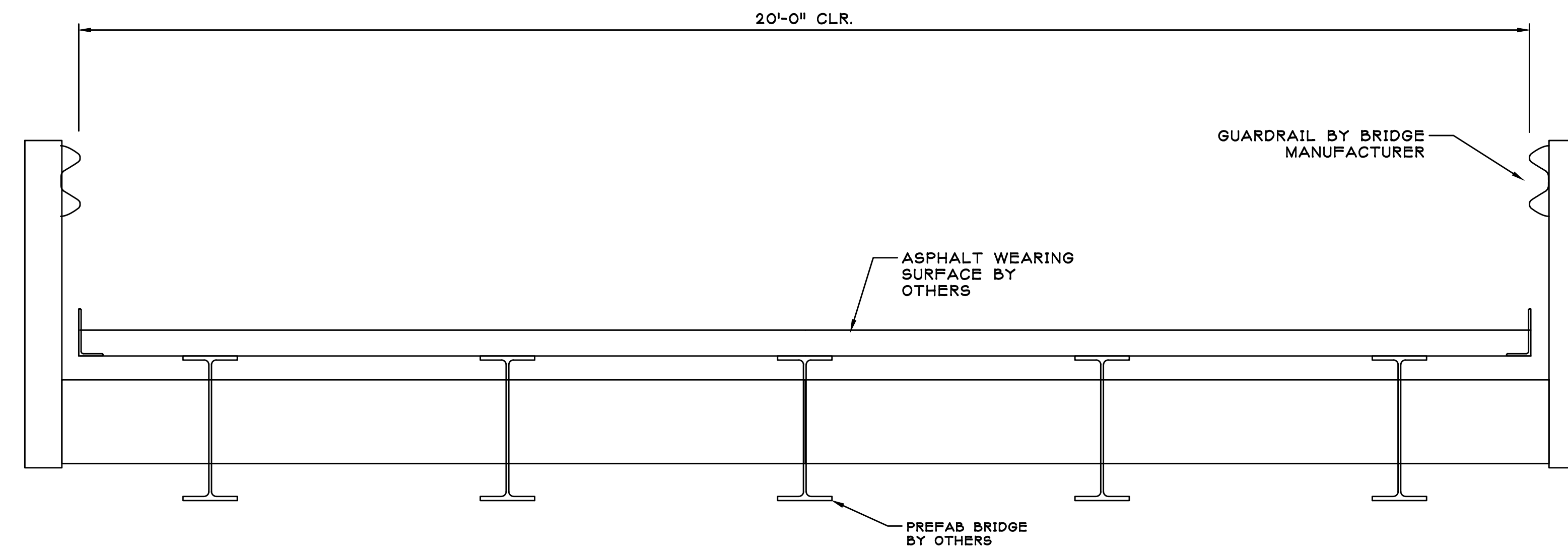
DATE:	8-20-20
SCALE:	
DRAWN BY:	BS
CHECK BY:	
CAD FILE:	S1-S6
JOB NO:	21035
SHEET	<b>S2</b>
OF 5 SHEETS	



**LONGITUDINAL BRIDGE SECTION**

SCALE 1/4" = 1'-0"

1  
S3



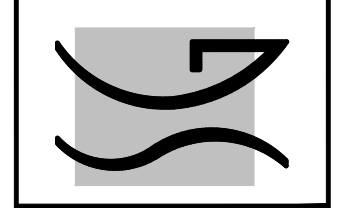
NOTE: VERIFY FINAL BRIDGE DIMENSIONS AND GIRDER LAYOUT W/ BRIDGE MANUFACTURER.

**TRANSVERSE BRIDGE SECTION**

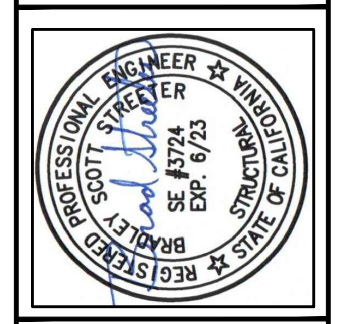
2  
S3

REVISIONS	BY
1	
2	
3	
4	
5	
6	

**Streefer Group, Inc.**  
 Architectural/Structural Engineering  
 2577 Main Street, Suite C, Soquel, CA 95073  
 Phone: (831) 877-1781 | www.streefergroup.com

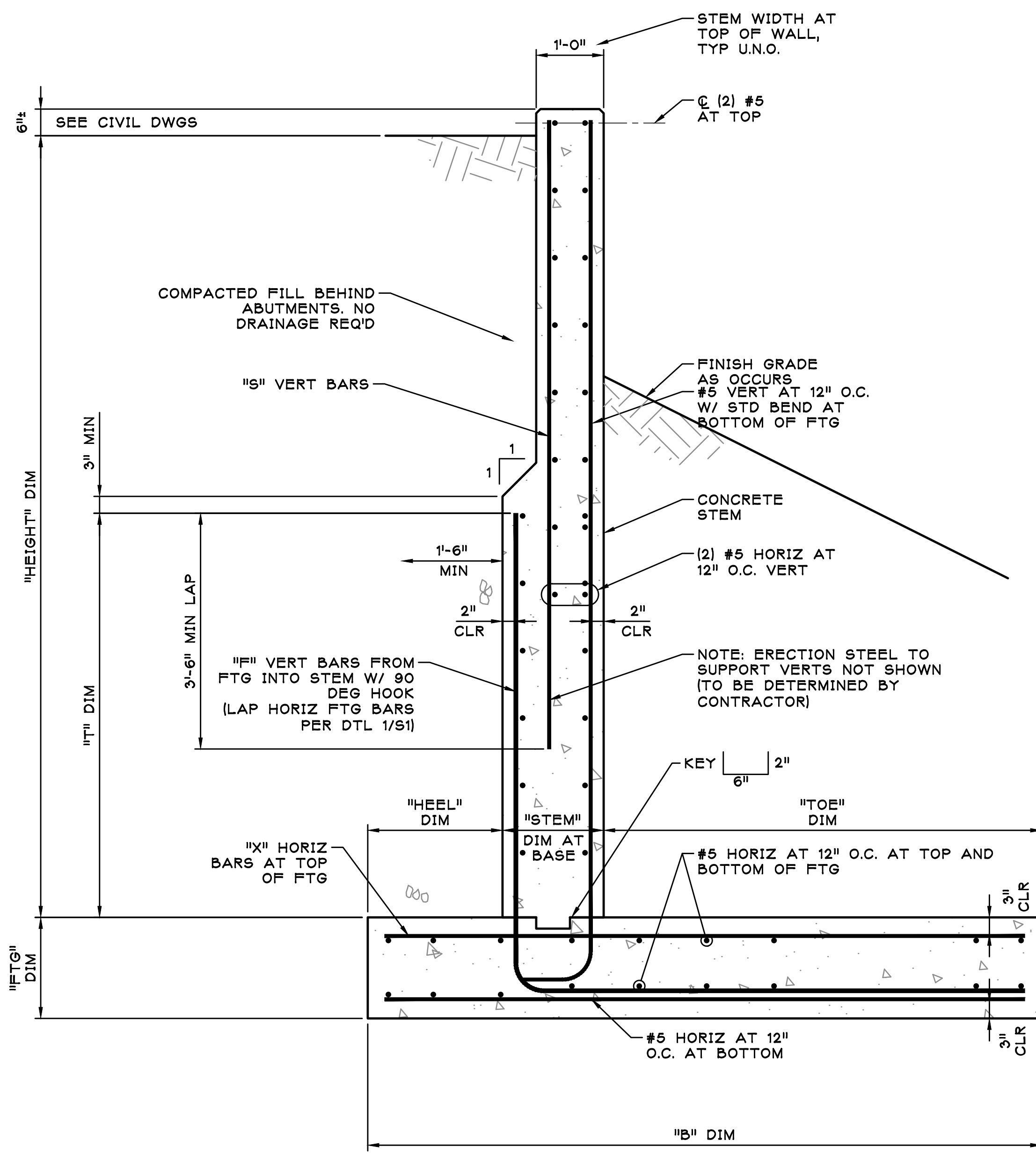


**TWO DOG CULVERT  
 REPLACEMENT PROJECT**  
 EAST BAY MUNICIPAL UTILITY DISTRICT



**BRIDGE SECTIONS**

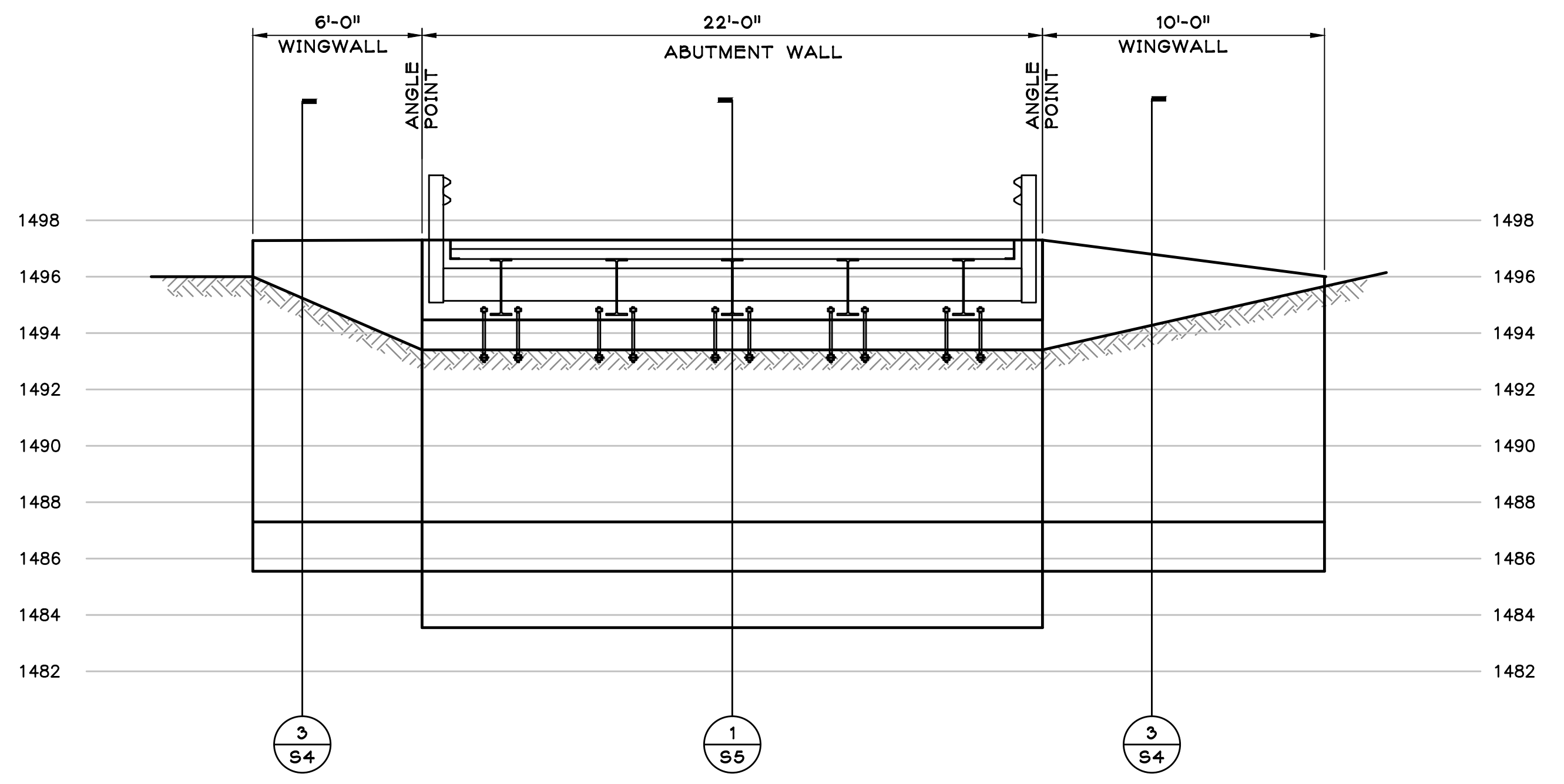
DATE:	11-10-22
SCALE:	
DRAWN BY:	BS
CHECK BY:	
CAD FILE:	
JOB NO:	21035
SHEET	<b>S3</b>
OF 5 SHEETS	



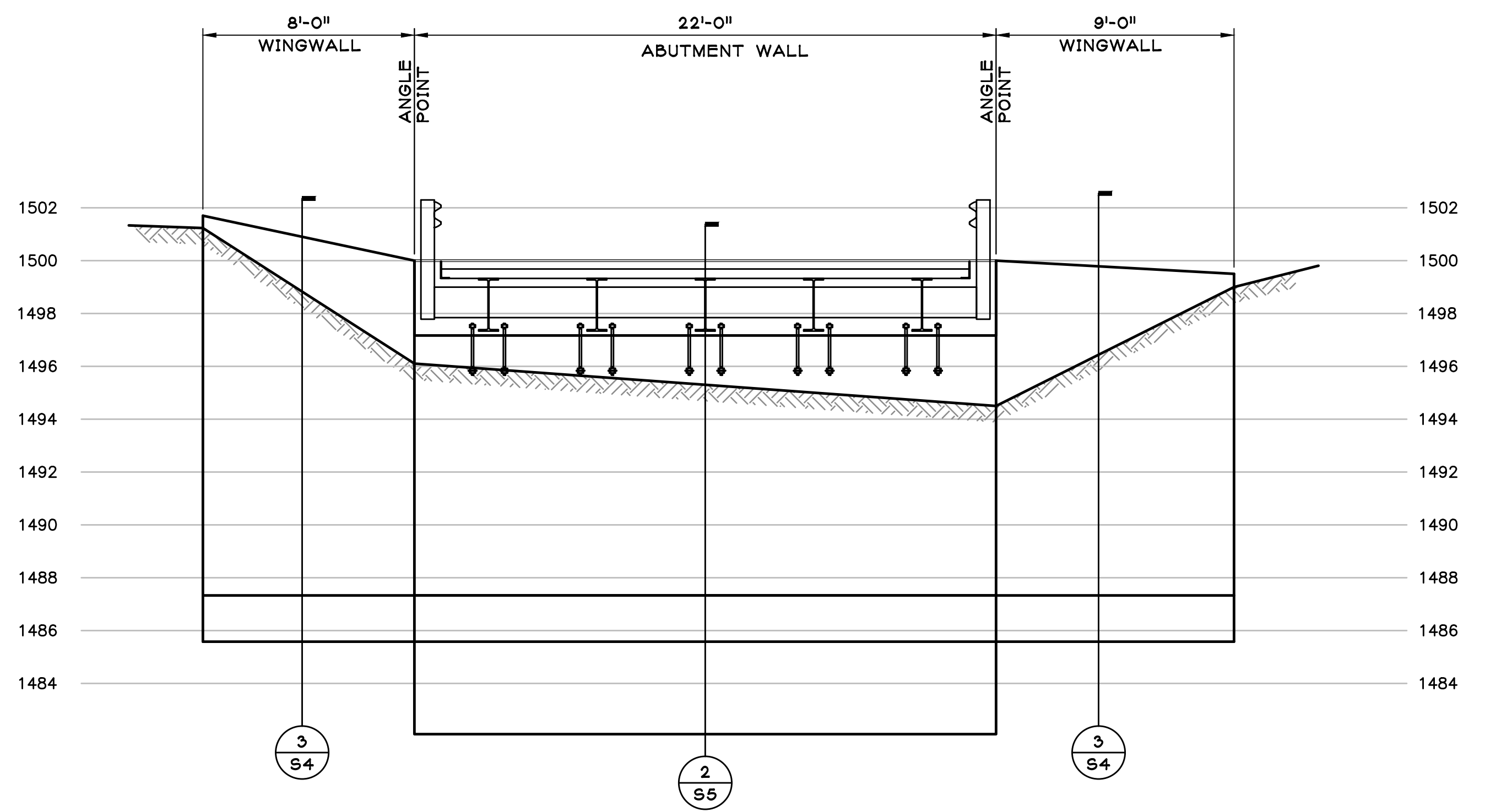
- NOTES: 1. VERIFY ALL TOP OF WALL HEIGHTS W/ PLANS BY OTHERS.  
 2. BACKFILL SHALL BE PLACED IN A BALANCED MANNER SO THAT THE SOIL HEIGHT DIFFERENTIAL BETWEEN THE TOE AND HEEL SIDE OF THE WALLS DOES NOT EXCEED 6 FEET.  
 3. SEE SCHEDULE BELOW FOR DIMENSIONS AND REINFORCING AS NOTED.

**TYP WINGWALL SECTION** 3  
S4

TYP WINGWALL SCHEDULE									
HEIGHT	DIMENSIONS						REINFORCING		
	"TOE"	"HEEL"	"B"	"FTG"	"T"	"STEM"	#5 VERTICAL	#5 VERTICAL	#5 HORIZ
10'-0"	4'-6"	2'-0"	8'-0"	1'-6"	4'-0"	1'-6"	#5 AT 6" O.C.	#5 AT 12" O.C.	#5 AT 6" O.C.
12'-0"	6'-6"	2'-0"	9'-6"	1'-6"	6'-0"	1'-6"	#6 AT 6" O.C.	#5 AT 12" O.C.	#5 AT 6" O.C.



**RIVER LEFT ABUTMENT ELEVATION** 1  
S4  
SCALE 1/4" = 1'-0"



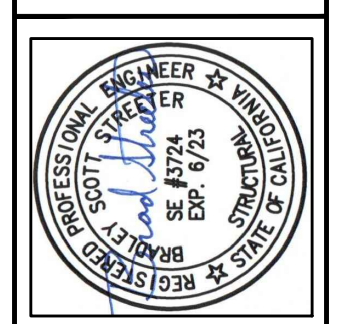
**RIVER RIGHT ABUTMENT ELEVATION** 2  
S4  
SCALE 1/4" = 1'-0"

REVISIONS	BY
1	
2	
3	
4	
5	
6	

**Streeter Group, Inc.**  
 Architectural/Structural Engineering  
 2571 Main Street Suite C Soquel CA 95073  
 Phone: (831) 477-1781 www.streetergroup.com



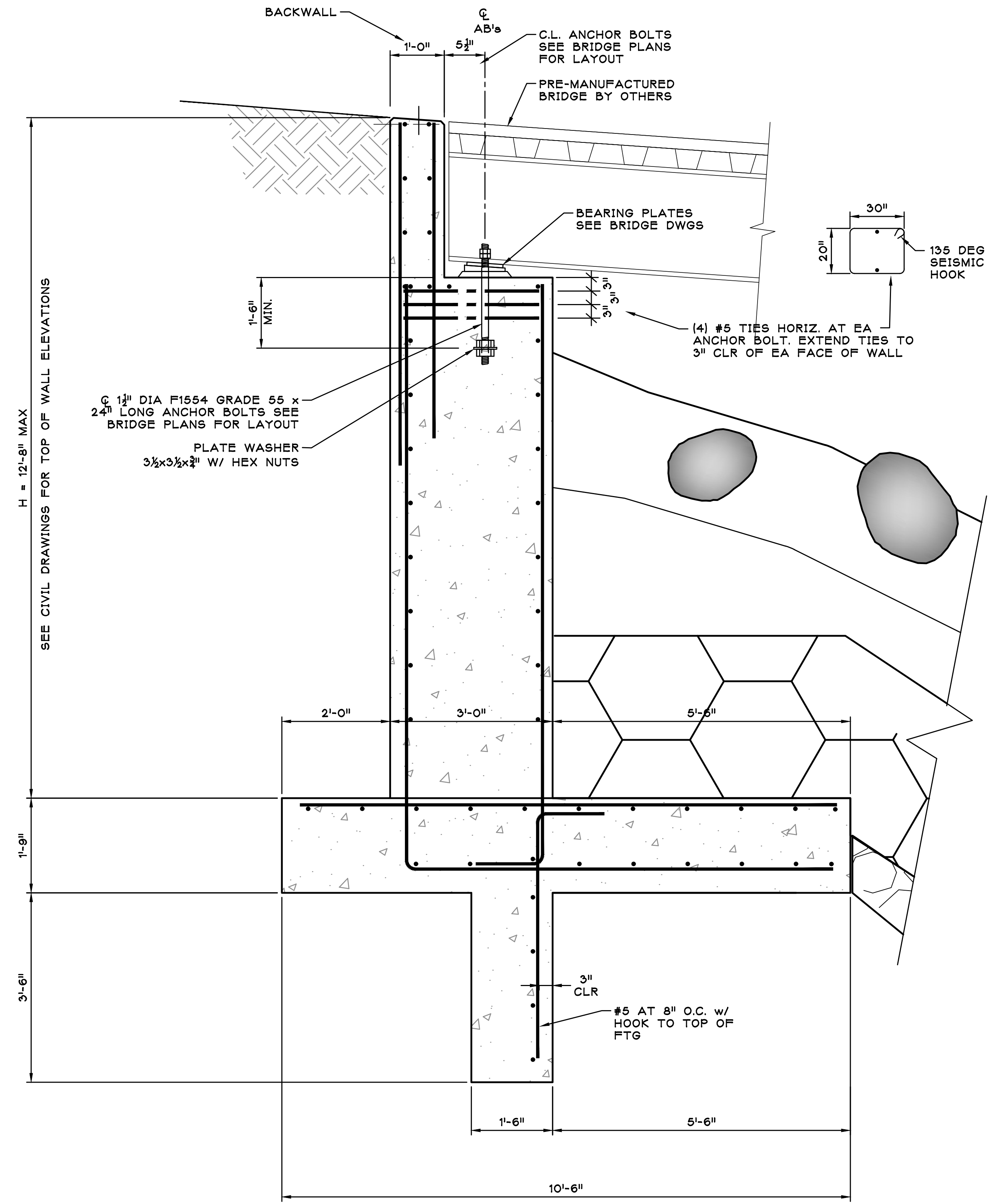
**TWO DOG CULVERT  
 REPLACEMENT PROJECT**  
 EAST BAY MUNICIPAL UTILITY DISTRICT



**ABUTMENT  
 ELEVATIONS,  
 WINGWALL DETAIL**

DATE: 11-10-22  
 SCALE:  
 DRAWN BY:  
 CHECK BY:  
 CAD FILE:  
 JOB NO: 21035  
 SHEET  
**54**  
 OF 5 SHEETS

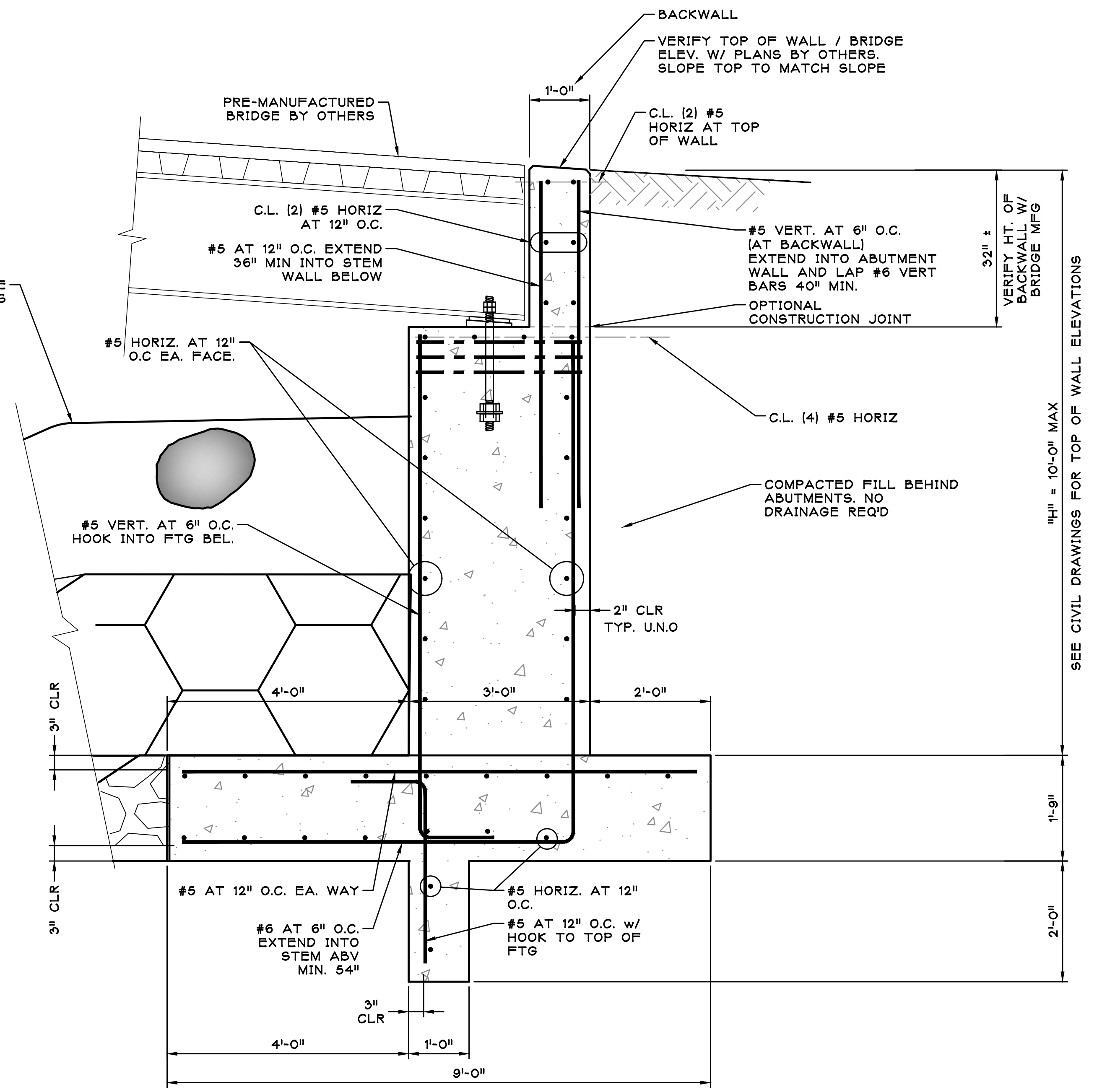




NOTE  
SEE RIVER LEFT ABUTMENT SECTION DETAIL 1/55 FOR ALL REINFORCING AND NOTES NOT SHOWN.

RIVER RIGHT - ABUTMENT SECTION (EXPANSION END) 2  
95

GENERAL NOTE:  
VERIFY ALL TOP OF WALL HEIGHTS W/ PLANS BY OTHERS.



NOTES 1. SEE RIVER RIGHT ABUTMENT SECTION DETAIL 2/55 FOR ALL NOTES NOT SHOWN.

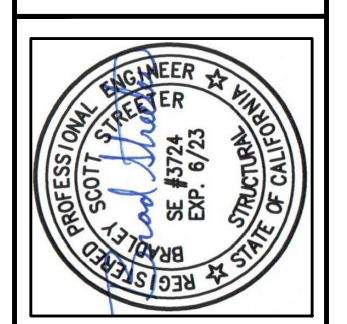
RIVER LEFT - ABUTMENT SECTION (FIXED END) 1  
95

REVISIONS	BY
1	
2	
3	
4	
5	
6	

**Streeter Group, Inc.**  
Architectural/Structural Engineering  
2571 Main Street, Suite C3 Soquel, CA 95073  
Phone: (831) 477-1761 www.streetergroup.com



**TWO DOG CULVERT REPLACEMENT PROJECT**  
EAST BAY MUNICIPAL UTILITY DISTRICT



**ABUTMENT DETAILS**

DATE:	11-10-22
SCALE:	
DRAWN BY:	
CHECK BY:	
CAD FILE:	
JOB NO:	21035
SHEET	<b>95</b>
OF 5 SHEETS	

**EXHIBIT F**  
**PROJECT PERMIT REQUIREMENTS**





CALIFORNIA

**Water Boards**



GAVIN NEWSON  
GOVERNOR



JARED BLUMENFELD  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

---

**San Francisco Bay Regional Water Quality Control Board**

---

**CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION  
AND ORDER  
FOR THE**

**Two Dog Bridge Project**

**Alameda County**

---

*Sent via electronic mail: No hard copy to follow*

**Effective Date:** July 7, 2022  
**RM:** 446755  
**Place ID:** 879709  
**WDID No.** 2 CW 446755

**Applicant:** East Bay Municipal Utility District  
500 San Pablo Dam Road  
Orinda CA, 94563  
Phone: (510) 287-2038  
Attn: Bert Mulchaey, Supervising Fisheries and Wildlife Biologist  
Email: [bert.mulchaey@ebmud.com](mailto:bert.mulchaey@ebmud.com)

**Water Board Staff:** Brian Wines  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
Phone: (510) 622-5680  
Email: [brian.wines@waterboards.ca.gov](mailto:brian.wines@waterboards.ca.gov)

---

JIM McGRATH, CHAIR | THOMAS MUMLEY, INTERIM EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | [www.waterboards.ca.gov/sanfranciscobay](http://www.waterboards.ca.gov/sanfranciscobay)

 RECYCLED PAPER

## Table of Contents

<b>1.</b>	<b>Project .....</b>	<b>1</b>
	1.1 <i>Site Description.....</i>	1
	1.2 <i>Background.....</i>	1
	1.3 <i>Construction Summary .....</i>	2
<b>2.</b>	<b>Impacts to Waters of the State .....</b>	<b>2</b>
	2.1 <i>Fill and Discharge .....</i>	2
<b>3.</b>	<b>Mitigation .....</b>	<b>3</b>
<b>4.</b>	<b>California EcoAtlas .....</b>	<b>4</b>
<b>5.</b>	<b>CEQA Compliance.....</b>	<b>4</b>
<b>6.</b>	<b>Conditions.....</b>	<b>4</b>
	6.1 <i>Regulatory Compliance and Work Windows.....</i>	5
	6.2 <i>General Construction.....</i>	6
	6.3 <i>Pre-Construction Reporting and Other Requirements .....</i>	7
	6.4 <i>Active Construction and Post-Construction Reporting Requirements.....</i>	8
	6.5 <i>Mitigation and Monitoring Requirements.....</i>	9
	6.6 <i>Administrative and General Compliance.....</i>	12
	6.7 <i>Standard Conditions .....</i>	13
	6.8 <i>Annual Fees.....</i>	14

## **Certification and Order Coverage**

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to the East Bay Municipal Utility District (Permittee; EBMUD).

Pursuant to CWA section 404, the Permittee has applied to the U.S. Army Corps of Engineers, Regulatory Branch (Corps) for authorization to fill and discharge to waters of the U.S. under a CWA Section 404 Nationwide Permit (NWP) 27 (*Aquatic Habitat Restoration Projects*) (Corps File No. SPN-SPN-2021-00420S).

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Two Dog Bridge Project (Project) does not violate State water quality standards. The application for Certification was received on March 12, 2022, and supplemental application materials were received on April 21, 2022 (collectively Application).

The following sections are derived from the Application.

### **1. Project**

The Project purpose is to maintain an access road crossing over Kaiser Creek (Creek) while also improving fish passage to spawning beds in the Creek. The road crossing must be maintained to provide access for maintenance and fire suppression activities.

#### **1.1 Site Description**

The Project site is located in the Creek within the Upper San Leandro Reservoir Watershed in unincorporated Alameda County near Las Trampas Ridge, west of the City of Alamo (Att. A, Sheet C1) (Lat. 37.792163; Long. -122.07875). The Project site consists of riparian woodland on both Creek banks.

#### **1.2 Background**

The entire Creek watershed is contained within EBMUD watershed lands, making it the most natural and least disturbed of the tributaries to Upper San Leandro Reservoir. Several special-status wildlife species are known to occur in the Project vicinity, including California red-legged frog, Alameda whipsnake (Alameda striped racer), and western pond turtle. In addition, a genetically pure strain of landlocked rainbow trout (*Onchorhynchus mykiss*) exists in Upper San Leandro Reservoir and its tributaries, including the Creek.

The Project will replace the existing, failing culvert with a free-span bridge that allows potadromous and resident rainbow trout populations in the Creek to reach about one mile of high-quality spawning habitat upstream of the crossing. The existing culvert provides fish passage for adults at some flows during the spawning season but is likely a passage barrier at lower flows for both adults and juvenile trout.

### 1.3 Construction Summary

Designs for the Project are provided in the design sheets titled, *Two Dog Culvert Replacement Project, 65% Submittal* (Waterways Consulting, Inc., 7/9/2021). A cofferdam will be set upstream of the project to dewater the work area (Att. A, Sheet C5). Once the site is dewatered, 110 linear feet of creek channel will be excavated. 340 cubic yards of sediment will be removed from the channel to remove the culvert and widen the channel to 19.2 feet, which will match the active channel width upstream of the site. Cast-in place concrete footings for the new bridge will be constructed within the roadway, outside of the top of bank. The channel banks at the bridge site will be sloped and rock slope protection will be installed to protect the new bridge footings. A prefabricated, 50-foot-long bridge will be placed on the footings (Att. A., Sheets C2 and C3). Large boulders and cobble will be placed in the reworked channel to form a stable channel that is functional for fish passage (Att. A, Sheet C4). After the Project is constructed, the Creek banks will be stabilized with erosion control materials and construction materials will be removed from the site (Att. A, Sheets C5 and C6).

## 2. Impacts to Waters of the State

The Water Board has independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project's watershed. The *San Francisco Bay Basin Water Quality Control Plan* (Basin Plan) defines the beneficial uses of waters of the State. The Project will impact Kaiser Creek. Kaiser Creek has the following existing beneficial uses: freshwater replenishment, cold freshwater habitat, fish spawning, warm freshwater habitat, wildlife habitat, water contact recreation, and noncontact water recreation.

### 2.1 Fill and Discharge

Project implementation will permanently impact 0.063 acres of waters of the State, extending along 110 linear feet of the Creek channel (Table 1). Permanent impacts to the Creek are considered beneficial, since they will expand the footprint of the Creek and improve fish passage at the access road crossing. After Project implementation, the volume of the Creek channel at the Project site will be increased by 343 cubic yards.

**Table 1. Permanent Impacts to Waters of the State.**

Impacts	Volume of fill (cubic yards)	Length of Impacts (linear feet)	Surface Area (acres)
Removal of Culvert and Associated Fill	- 343	30	0.011
Reworking of 255 Cubic Yards of Gravel, Cobble, and Boulders for Stable Channel	0 net fill	110	0.063
Total	- 343	110	0.063

Project construction will temporarily impact 0.072 acres of the Creek, extending over 156 linear feet of the channel (Table 2). Temporary impacts are associated with installing a coffer dam upstream of the Project site and dewatering the channel during Project construction. Temporarily impacted areas will recover after the coffer dam is removed and flow is returned to the Project reach. Other than removal of the cofferdam, mitigation is not required for the Project's temporary impacts.

**Table 2. Temporary Impacts to Waters of the State.**

<b>Impacts</b>	<b>Volume of fill (cubic yards)</b>	<b>Length of Impacts (linear feet)</b>	<b>Surface Area (acres)</b>
Gravel Bag Cofferdam	4	6	0.003
Channel Dewatered by Cofferdam	NA	150	0.069
Total	4	156	0.072

NA = Not Applicable

Three riparian trees will be removed to make room for the bridge and footings, consisting of one mature willow and two mature California Bay trees. These trees will be replaced in kind at a 3:1 ratio.

### **3. Mitigation**

The Project will remove the existing 6-foot diameter corrugated metal culvert at the site and replace the culvert with a free-span bridge. This will improve fish passage through the Project reach of the Creek and minimize sediment deposition in the Project reach of the Creek. The post-Project channel is designed to meet fish passage criteria provided in Part XII of the *CDFW California Salmonid Stream Habitat Restoration Manual* (Love and Bates, 2009) and the National Marine Fisheries Service (NMFS) *Guidelines for Salmonid Passage at Stream Crossings* (NMFS, Southwest Region, 2001). As mitigation for the three riparian trees removed during construction, three willows and six California Bay trees will be planted at the Project site.

To confirm the benefits of the Project to fish passage and to track the successful replacement of riparian trees that are removed for Project implementation, the Permittee will implement the *Two Dog Bridge Project Monitoring Plan* (MMP) (EBMUD, April 2022). Mitigation of the Project's impacts will be considered successful if the three performance standards in Section 3 of the MMP are attained: the reconfigured creek channel remains stable for at least 10 years after construction; rainbow trout reproduction is observed upstream of the Project site in most non-drought years; and the riparian tree plantings maintain 70 percent survivorship in the first 10 years after planting. The Project site shall be monitored as described in Section 4 of the MMP for at least 10 years, until the year 10 performance standards in Section 3 of the MMP are attained.

#### 4. California EcoAtlas

Regional, state, and national studies have determined that tracking of mitigation and restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. To effectively carry out the State's Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both losses and successes of mitigation and restoration projects affecting wetlands and other waters of the State. The Water Board must also track project performance in Bay Area creeks subject to routine repair and maintenance activities, such as recurring instabilities. Therefore, we adopted the digital interactive mapping tool called *EcoAtlas*.<sup>[1]</sup> *EcoAtlas* is a web-based tool that integrates maps, project plans, site conditions, restoration efforts, and other elements on a project-by-project basis based on data inputs. Accordingly, we require the Permittee to upload their Project information to *EcoAtlas* with the *Project Tracker* tool at <https://ptrack.ecoatlas.org> (see Condition 9). The San Francisco Estuary Institute developed *EcoAtlas* and maintains detailed instructions for *Project Tracker* on its website at <https://ptrack.ecoatlas.org/instructions>.

#### 5. CEQA Compliance

The Permittee, acting as the CEQA lead agency, determined that the Project is Categorically Exempt from review under CEQA pursuant to CEQA Guidelines Section 15333, under a Class 33 exemption for small habitat restoration projects. The Permittee filed a Notice of Exemption (NOE) with the Alameda County Clerk on January 11, 2022. The Water Board, as a responsible agency under CEQA, concurs with the NOE. Implementation of the mitigation measures specified in the conditions of this Certification will mitigate the Project's impacts to waters of the State to a less than significant level.

#### 6. Conditions

I, Thomas Mumley, Interim Executive Officer, do hereby issue this Order certifying that any discharge from the proposed Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the CWA, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Order, including the following:

---

<sup>[1]</sup> Source: California Wetlands Monitoring Workgroup (CWMW). *EcoAtlas*. Accessed March 12, 2019. <https://www.ecoatlas.org>. CWMW includes SFEI, State Board, U.S. EPA-Region IX, and other agencies with similar goals to track effects of projects in wetlands and other aquatic habitats.

## 6.1 Regulatory Compliance and Work Windows

1. **Design Conformance**. The Project shall be constructed in conformance with the Application materials and as described in this Certification, including the design sheets titled, *Two Dog Culvert Replacement Project, 65% Submittal* (Waterways Consulting, Inc., 7/9/2021). Any changes to the Project that may impact waters of the State must be accepted by the Executive Officer before they are implemented. To request Executive Officer acceptance, the Permittee shall submit the proposed revisions, clearly marked and described, to the attention of the Water Board staff listed on the cover page of this Certification. The Permittee shall not implement the proposed revisions until notified that they have been accepted by the Executive Officer;

***Rationale:*** *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and final restoration work has been conducted in accordance with the permit and all applicable conditions. (California Water Code (CWC) Section 13264).*

2. **Corps Compliance**. The Permittee shall adhere to the conditions of the NWP issued by the Corps (Corps File No. SPN-2021-00420S);

***Rationale:*** *This condition is required pursuant to California Code of Regulations (CCR) Title 23, section 3856(e), which requires that copies be provided to the Water Boards of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.”*

3. **Work Window**. To protect water in the Creek from sediment generation or debris associated with construction activity and to minimize potential impacts to listed fish species, construction in waters of the State is restricted to the April 15 to October 31 dry season, or to the end of any extension granted by Water Board staff on the basis of five-day weather forecasts;
4. **Precipitation and Construction Planning**. Precipitation forecasts shall be considered when planning construction activities. The Permittee shall monitor the 72-hour forecast from the National Weather Service at <http://www.nws.noaa.gov>. When there is a forecast of more than 40% chance of rain, or at the onset of unanticipated precipitation, the Permittee shall remove all equipment from waters of the State, implement erosion and sediment control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs, straw), and cease all Project activities. If any construction activities will occur after October 15, a Winterization Plan shall be submitted to the Executive Officer for review and acceptance and contain, but not be limited to, the following:
  - a) **Activities and Timeline Description**—for any proposed activity that will begin or end after October 1, the activity and its respective construction timeline, from start to finish, shall be described in detail.

- b) **Erosion Control Measures**—all erosion control measures shall be described in detail, including, but not limited to, the type of erosion control measure and its material, implementation timeline, and best management practices to be used during and after implementation;

***Rationale:*** *Conditions 3 and 4 are necessary to ensure avoidance and minimization of impacts to waters of the State and associated beneficial uses from construction activities (CWC Section 13369(b)(1)(B) and (C); Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) Section 4.19).*

## 6.2 General Construction

5. **Discharge Prohibition**. No unauthorized construction-related materials or wastes (e.g., debris, soil, silt, excessive bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life) shall be allowed to enter into or be placed where they may be washed by rainfall or runoff into waters of the State. When construction is completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be discharged to waters of the State. To minimize construction impacts to the Creek, the Permittee shall implement the following measures:
- a. Prior to the start of the rainy season, the Applicant shall ensure that disturbed areas of waters of the State and disturbed areas that drain to waters of the State are protected with correctly-installed and -maintained erosion control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs), and/or revegetated with propagules (seeds, cuttings, divisions) of locally collected native plants. Erosion control textiles that include plastic monofilament netting are prohibited from use at the Project Site;
  - b. Where areas of bare soil are exposed during the rainy season, appropriate erosion and sediment control measures shall be used where sediment and/or earthen fill threaten to enter waters of the State. Sediment control structures shall be monitored for effectiveness and shall be repaired or replaced as needed. Buildup of soil behind silt fences shall be removed promptly and any breaches or undermined areas repaired at once;
6. **Equipment Maintenance Prohibition**. No fueling, cleaning, or maintenance of vehicles or equipment shall take place within waters of the State, or within any areas where an accidental discharge to waters of the State may occur; and construction materials and heavy equipment must be stored outside of waters of the State. When work within waters of the State is necessary, best management practices shall be implemented to prevent accidental discharges;



7. **Beneficial Use Impacts.** All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat; measures shall be employed to minimize disturbances along waters of the State that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation. To minimize impacts to special status species and resident rainbow trout, a qualified biologist will be onsite to monitor the work area during all excavation and fill activities;
8. **Concrete Curing:** Concrete used in the Project shall be allowed to completely cure (a minimum of 28 days) or be treated with a sealant that is non-toxic to aquatic life before it comes into contact with flowing water (Note: Demonstration of non-toxicity to aquatic life may be evaluated by measuring survival of test organisms in a 96-hour bioassay. The bioassay should be performed according to the most up-to-date protocols in 40 CFR part 136, currently Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms, 5th Edition (EPA-821-R-02-012), including sample collection, handling, and preservation in accordance with U.S. EPA protocols). Only sealants that have been tested and found non-toxic to freshwater aquatic life, including benthic macro-invertebrates, may be used on concrete surfaces that may come into contact with flowing water. Any sealant that may be used must be approved by CDFW prior to use. Concrete will be considered to be cured when water poured over the surface of concrete consistently has a pH of less than 8.5;

**Rationale:** Conditions 5 through 8 are necessary to ensure avoidance and minimization of impacts to waters of the State from construction activities (CWC section 13376 et seq.). These conditions are also necessary to minimize adverse impacts to water quality from construction activities to the maximum extent practicable (State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); CWC section 13369; Basin Plan Section 2.1.14), to ensure that Project implementation does not impact water quality in ways that impair the designated beneficial uses of waters of the State (Basin Plan Chs. 3 and 4), to ensure minimization of impacts to waters of the State, and, as well as to ensure successful restoration of all temporary impacts authorized (State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); CWC sections 13264 and 13369; Basin Plan Chs. 3 and 4).

### 6.3 Pre-Construction Reporting and Other Requirements

9. **EcoAtlas Form.** The Permittee shall input Project information into *EcoAtlas* no later than 14 days from this Certification's issuance date, consistent with Section 4 herein. The Project information shall be added to the *Project Tracker* tool in *EcoAtlas* online at <https://ptrack.ecoatlas.org>. Instructions for adding information to *EcoAtlas* are available at <https://ptrack.ecoatlas.org/instructions>, or by contacting the Water Board staff listed on the cover page of this Certification. The Permittee shall notify the Water Board and submit documentation demonstrating the Project has been

successfully added to EcoAtlas via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include EcoAtlas\_446755\_ Two Dog Bridge Project;

**Rationale:** *This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13267).*

10. **Commencement of Construction.** The Permittee shall submit a Start of Construction (SOC) Report acceptable to the Executive Officer. The SOC Report shall be submitted no later than seven days prior to start of initial ground disturbance activities and notify the Water Board at least 48 hours prior to initiating in-water work and any stream diversions. Notification may be via telephone, email, delivered written notice, or other verifiable means. The SOC Report shall be submitted in same timeframe specified herein for multiple construction seasons, if necessary, via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **SOC\_446755\_ Two Dog Bridge Project**;

**Rationale:** *This condition is necessary to assist in scheduling compliance inspections to ensure compliance with the permit and applicable conditions (CWC section 13267).*

11. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of four photo-documentation points at the Project site. These photo-documentation points shall be selected to provide views of the 110-foot long stabilized reach of the Creek and the mitigation riparian tree plantings. These photo-documentation points shall be used to track the pre- and post-construction condition of the Creek at the Project site, and to track the progress of mitigation trees and the ongoing geomorphic stability of the Project reach of the Creek. The Permittee shall prepare a site map(s) with the photo-documentation points clearly marked. Prior to and following Project construction and mitigation planting, the Permittee shall photographically document the immediate pre- and post-Project condition at the Project site. These post-construction photographs and map shall be submitted, along with the as-built and construction completion reports (See Conditions 12 and 13);

**Rationale:** *This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and restoration work has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

#### 6.4 Active Construction and Post-Construction Reporting Requirements

12. **As-Built Report** The Permittee shall prepare an as-built report acceptable to the Executive Officer upon the completion of Project construction, including

the implementation of the required mitigation planting. The as-built report shall be submitted to the Water Board no later than 60 days after completing Project construction activities. The report shall include a description of the areas of actual disturbance during Project construction and the photographs and map specified in Condition 11. The report shall clearly identify and illustrate the Project activities that occurred and the locations where impacts to waters of the State occurred. The as-built report shall include the 100 percent construction plans marked with the contractor's field notes that clearly depict any deviations made during construction from the designs reviewed by the Water Board. The as-built report(s) shall be sent via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **As-Built\_446755\_ Two Dog Bridge Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and restoration work has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

13. **Project Construction Completion Report.** The Permittee shall submit a Notice of Project Construction Completion (NOC) acceptable to the Executive Officer to notify the Water Board that the Project has been completed. The Completion Notice shall be submitted to the Water Board no later than 60 days after completing all Project construction activities. The Completion Notice shall include the as-built reports (see Condition 12), the post-construction photographs (see Condition 11), the date the first Project-related disturbance of waters of the State occurred, and the date construction was completed for each Project activity. The Completion Notice shall be sent via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see address on the letterhead), and include **NOC\_446755\_ Two Dog Bridge Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions and to ensure that the proposed work and restoration work has been conducted in accordance with the permit and all applicable conditions (CWC section 13267).*

## **6.5 Mitigation and Monitoring Requirements**

14. **Mitigation Implementation and Maintenance Requirements.** The Permittee shall implement the *Two Dog Bridge Project Monitoring Plan* (MMP) (EBMUD, April 2022). Mitigation of the Project's impacts will be considered successful if the three performance standards in Section 3 of the MMP and in Conditions 15 and 17 are attained. The Project site shall be monitored as described in Section 4 of the MMP for at least 10 years, until the Year 10

performance standards in Section 3 of the MMP are attained. If any adverse impacts to waters of the State are observed during the initial 10-year monitoring period, compensatory mitigation may be required by the Executive Officer, including, but not limited to, extension of the monitoring period;

15. **Vegetation Monitoring**: The nine mitigation riparian trees shall be maintained and monitored for a minimum period of ten years, as specified in the MMP, until the Year 10 performance standard of 70 percent survival in Year 10 is achieved. Percent survival must be evaluated individually for each planted species. If tree survival falls below 70 percent, dead plants must be replaced in-kind, unless the Applicant demonstrates that the site is not conducive to survival of a plant species, in which case alternative native species may be used with the concurrence of the Water Board's Executive Officer. Replacement plantings must be made within one year of survival rates failing to meet the specified survival criterion. Replacement plants shall be monitored for ten years from the date of replanting. Replacement plants are subject to the same performance criteria as the initial plantings;
16. **Geomorphic Monitoring**: Geomorphic monitoring of the Project reach will be conducted as specified in Section 4 of the MMP for a minimum period of ten years, including conducting visual assessments of channel stability and observations of rainbow trout reproduction in non-drought years;
17. **Mitigation Performance Criteria**. The Year 10 performance standards in Section 3 of MMP shall be used to assess the success of mitigation at the Project site: the reconfigured creek channel remains stable for at least 10 years after construction; rainbow trout reproduction is observed upstream of the Project site in most non-drought years; and the riparian tree plantings maintain 70 percent survivorship in the first 10 years after planting. To demonstrate that mitigation plantings have become successfully established, no irrigation shall be used in the last five years of monitoring. Only trees that have not been irrigated for at least five years may be used to meet Year 10 performance criteria. If any performance standards are not met in a monitoring year, the Permittee shall assess the deficiencies that led to the underperformance and recommend corrective actions, as necessary, to ensure the Year 10 success standards are met in the final monitoring year. This assessment and recommendations for corrective actions shall be included in the next required monitoring report (See Condition 19). At the end of the initial 10-year monitoring period, the Project site will be considered geomorphically stable if the following conditions are met: there are limited signs of bank scour; active knickpoints are not moving through the Project reach by the end of Year 10; and fish passage does not become impaired through the Project reach;
18. **Corrective Actions**. If vegetation is failing to meet percent survival criteria in any monitoring year, the Permittee shall document these observations in the next monitoring report and provide corrective action recommendations, as

necessary. If the Project reach is exhibiting signs of geomorphic instability, the Permittee shall document these observations in the next monitoring report and provide corrective action recommendations, as necessary. After receipt of a monitoring report, if corrective actions are determined necessary by the Executive Officer, the Permittee shall re-submit the corresponding annual report to include corrective actions or revise recommended corrective actions that were previously proposed or accepted by the Executive Officer;

19. **Monitoring Reports.** The Permittee shall submit monitoring reports, acceptable to the Executive Officer, by January 31 following monitoring years 1 through 6, 8, and 10. The first monitoring year commences in the calendar year following completion of the Project. At the time of this Certification and Order, the Project is anticipated to be completed in 2023. Therefore, the first annual monitoring report shall be due on January 31, 2025, unless the Project is completed at a different time. Annual reports shall include, but not be limited to, the following:

- a) **Photographs:** photographs taken during the monitoring year from the photo-documentation points specified in Condition 11 shall be included in each monitoring report. The photographs shall include captions with respect to the photograph's point of view, direction of flow, locations of Project activities, location of the photo-documentation point, and date photographed.
- b) **Environmental Drivers:** each monitoring report shall describe the precipitation events that occurred at the site during the monitoring year. The effects of the Project and environmental drivers (e.g., precipitation events, drought events) on site conditions shall be described in reference to the monitoring year's precipitation events.
- c) **Cumulative Monitoring:** each annual report shall summarize all data from previous monitoring reports in addition to the current year's monitoring data, including the need for, and implementation of, any remedial actions. Monitoring data may include all relevant qualitative and quantitative data necessary to determine whether the site is stable. The final monitoring report shall document whether the temporarily impacted areas were restored to their pre-Project condition.

The overall Project and mitigation success shall be determined by, and acceptable to, the Executive Officer. If monitoring indicates that beneficial uses have been, or have the potential to be, adversely affected, the Permittee shall, in consultation with the appropriate agencies, identify remedial measures to be undertaken, including compensatory mitigation and extension of the monitoring and reporting period until the final success criteria are met. If a Corrective Action Plan is required and approved by the Executive Officer, the Permittee shall implement all remedial measures identified therein. Annual monitoring reports shall be submitted via email to

[RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see the address on the letterhead), and include **AMR\_446755\_Two Dog Bridge Project** in the email subject line when sent electronically or in the cover letter for hard copy submissions;

***Rationale:** Conditions 14 through 19 are necessary to ensure avoidance and minimization of impacts to waters of the State, as well as ensure successful compensatory mitigation and replacement of the functions of the aquatic environment that would be lost as a result from the construction of the proposed project (23 CCR sections 3013 and 3861(d), Dredge or Fill Procedures section IV. A.2(d) & B.4. CWC Section 13267; 33 CFR sections 332.4(a)(C)(4) and 332.6(a)(1)).*

## **6.6 Administrative and General Compliance**

20. **Site Access.** The Permittee shall grant Water Board staff or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to: (1) enter upon the Project site or compensatory mitigation site(s) where a regulated facility or activity is located or conducted, or where records are kept; (2) have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order; (3) inspect any facilities, equipment, practices, or operations regulated or required under this Order; and (4) sample or monitor for the purposes of assuring Order compliance;

***Rationale:** This condition is necessary to assist in scheduling compliance inspections and to ensure compliance with the permit and applicable conditions (CWC section 13267).*

21. **Certification and Order at Site.** A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions (CWC sections 13170 and 13245).*

22. **Ownership Change Notification.** The Permittee shall provide a signed and dated notification to the Water Board of any change in ownership or interest in ownership of any Project area at least 10 days prior to the transfer of ownership. The purchaser shall also submit a written request to the Water Board to be named as the permittee in an amended order. Until this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13264).*

23. **Water Quality Violations Notification**. The Permittee shall notify the Water Board of any violations of water quality standards, along with the cause of such violations, as soon as practicable (ideally within 24 hours). Notification may be via telephone, email, delivered written notice, or other verifiable means;

***Rationale:** This condition is necessary to minimize adverse impacts to water quality (CWC sections 13385 and 13267).*

24. **Discharge Change Notification**. In accordance with Water Code section 13260, the Permittee shall file with the Water Board a report of any material change or proposed change in the ownership, character, location, or quantity of this waste discharge. Any proposed material change in operation shall be reported to the Executive Officer at least 30 days in advance of the proposed implementation of any change. Changes to discharges include, but are not be limited to, significant new soil disturbances, proposed expansions of development, or any change in drainage characteristics at the Project site. For the purpose of this Order, this includes any proposed change in the boundaries of the area of wetland/waters of the State to be impacted;

***Rationale:** This condition is necessary to ensure compliance with the permit and applicable conditions (CWC section 13264).*

25. **Submittal of Reports**. Where this Certification requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;
26. **Individual Waste Discharge Requirements**. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to Water Code sections 13263 and/or 13377 and 23 CCR section 3857;
27. **Expiration**. This Order shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

## 6.7 Standard Conditions

28. **Certification and Order Modification**. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code sections 13320 and 13330 and 23 CCR section 3867;
29. **Hydroelectric Facilities**. This Order does not apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC



license or amendment to a FERC license for a hydroelectric facility was being sought;

30. **Application Fee.** This Certification and Order is conditioned upon full payment of the required fee, including annual fees, as set forth in 23 CCR section 3833. The required \$2,417 fee was calculated using the 2021/2022 Water Quality Certification Dredge and Fill Application Fee Calculator for Category E– *Low Impact Discharges*. Payment in full was received by the Water Board on June 30, 2022;

## 6.8 Annual Fees

31. **Annual Fee.** In accordance with 23 CCR section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project construction activities are completed and an acceptable Notice of Project Construction Completion is received by the Water Board. If monitoring is required, the Permittee shall pay an annual fee to the Water Board until monitoring activities are completed and an acceptable Notice of Mitigation Monitoring Completion is received by the Water Board (Note: the Annual Post Discharge Monitoring Fee may be changed by the State Water Board; at the time of Certification it was \$323 per year for Category E projects). Annual fees will be automatically invoiced to the Permittee. The Permittee must notify the Water Board at Project and/or mitigation completion with a final report in order to request to terminate annual billing. Notification shall reference **NMMC\_ 446755\_Two Dog Bridge Project** and should be sent to the staff listed at the bottom of this Certification and to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov). Water Board staff will verify the conditions of the Certification have been met and may request a site visit at that time to confirm the Project's status and compliance with the Certification.

**Rationale:** *Conditions 28 through 31 are standard conditions that “shall be included as conditions of all water quality certification actions” (23 CCR Section 3860(a)).*

*In addition to the information noted above, Conditions 1-8 and 14-18 are individually required to ensure compliance with narrative water quality objectives in the Basin Plan, the state anti-degradation policy (State Water Board Resolution No. 68-16), the California Wetlands Conservation Policy (Executive Order W-59-93, Basin Plan Chs. 4 and 5), and Regional Water Board policies for the protection of wetlands and waters (Basin Plan Ch. 4, including Ch. 4.23).*

*The conditions above are individually authorized as noted above and by 23 CCR Sections 3838 and 3859 and CWC Div. 7, Ch. 4, Article 4, Waste Discharge Requirements.*

This Order applies to the Project as proposed in the application materials and designs referenced above in the conditions of Certification. Be advised that failure to implement the Project in conformance with this Order is a violation of this Certification. Any



violation of Certification conditions is a violation of State law and subject to administrative civil liability pursuant to Water Code sections 13350, 13385, or 13399.2. Failure to meet any condition of this Certification may subject the Permittee to civil liability imposed by the Water Board to a maximum of \$25,000 per day of violation and/or \$25 for each gallon of waste discharged in violation of this action above 1000 gallons. Any requirement for a report made as a condition to this Certification (e.g., conditions 9, 10, 12, 13, 19, 22, 23, 24, and 31) is a formal requirement pursuant to Water Code sections 13267 and 13383, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in Water Code section 13268 and criminal liability under 13387. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements.

If you have any questions concerning this Order, please contact Brian Wines of my staff at (510) 622-5680 or [brian.wines@waterboards.ca.gov](mailto:brian.wines@waterboards.ca.gov). All future correspondence regarding this Project should reference RM **446755** as indicated at the top of this letter.

Sincerely,

---

for Thomas Mumley  
Interim Executive Officer

Attachment A: Project Design Sheets

cc: SWRCB, DWQ, [stateboard401@waterboards.ca.gov](mailto:stateboard401@waterboards.ca.gov)  
Water Board, Victor Aelion, [victor.aelion@waterboards.ca.gov](mailto:victor.aelion@waterboards.ca.gov)  
CDFW, Marcia Grefsrud, [marcia.grefsrud@wildlife.ca.gov](mailto:marcia.grefsrud@wildlife.ca.gov)  
U.S. EPA, Region IX:  
Region IX Mailbox, [r9cwa401@epa.gov](mailto:r9cwa401@epa.gov)  
Jennifer Siu, [siu.jennifer@epa.gov](mailto:siu.jennifer@epa.gov)  
Corps:  
Katerina Galacatos, [katerina.galacatos@usace.army.mil](mailto:katerina.galacatos@usace.army.mil)  
Jenna Rais, [jenna.s.rais@usace.army.mil](mailto:jenna.s.rais@usace.army.mil)

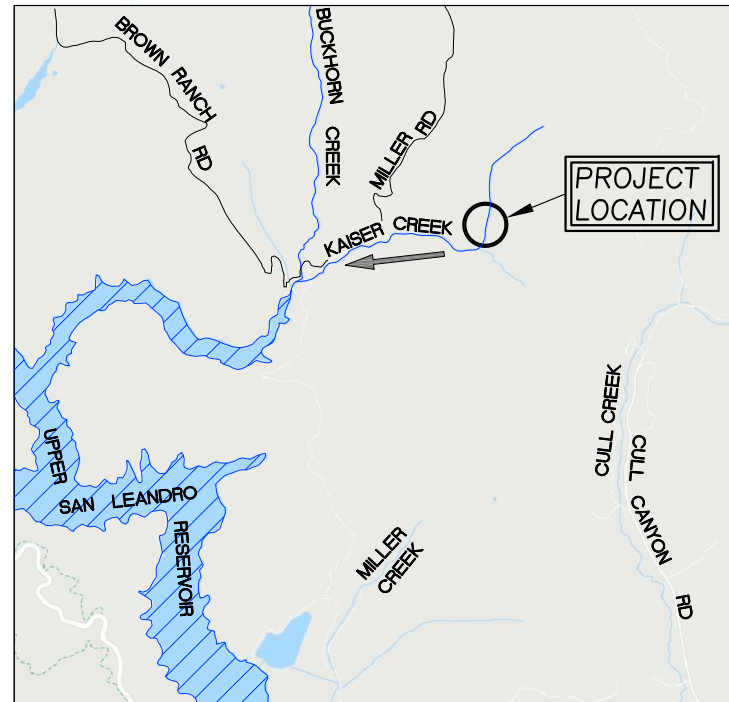
**ATTACHMENT A**

**Water Quality Certification for the  
Two Dog Bridge Project  
in  
Alameda County**

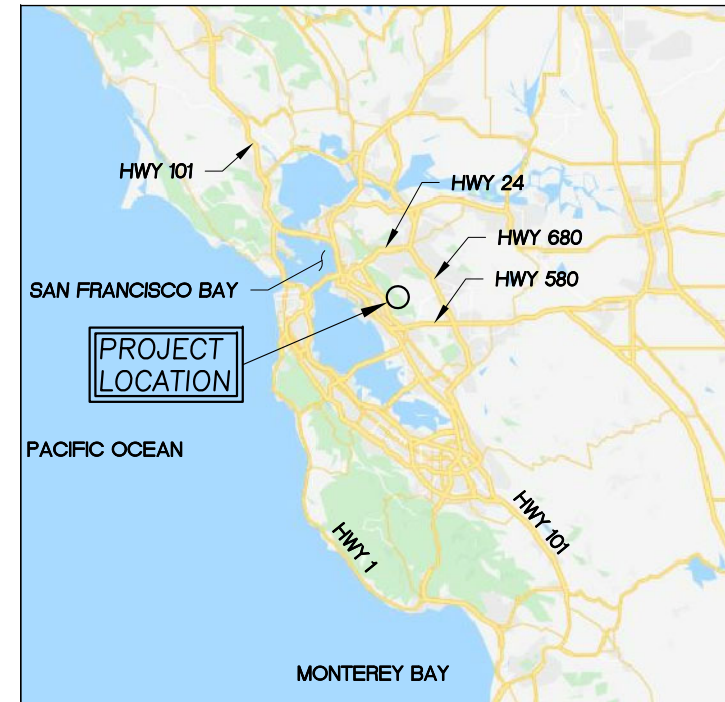
**Project Design Sheets**

# TWO DOG CULVERT REPLACEMENT PROJECT

## 65% DESIGN SUBMITTAL



VICINITY MAP  
N.T.S. (GOOGLE)



REGIONAL MAP  
N.T.S. (GOOGLE)

### GENERAL NOTES

- TOPOGRAPHIC MAPPING WAS PERFORMED BY:  
WATERWAYS CONSULTING, INC.  
509A SWIFT STREET  
SANTA CRUZ, CA 95060  
SURVEY DATE: JULY 15, 2020.
- ELEVATION DATUM: AN ASSUMED ELEVATION OF 1500.00' WAS ESTABLISHED AT SURVEY CONTROL POINT #4 (10" STEEL SPIKE) SHOWN ON SHT. C2.
- BASIS OF BEARINGS: BASIS OF BEARINGS BETWEEN POINTS #1 AND #2 IS N00°00'00"E, AS SHOWN ON SHT. C2.
- CONTOUR INTERVAL IS ONE FOOT. ELEVATIONS AND DISTANCES SHOWN ARE IN DECIMAL FEET.
- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES ARE NOT SHOWN HEREON.
- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE 2018 EDITION OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS, ISSUED BY THE DEPARTMENT OF TRANSPORTATION (HEREAFTER REFERRED TO AS "STANDARD SPECIFICATIONS").
- THESE DESIGNS ARE INCOMPLETE WITHOUT THE FINAL STAMPED TECHNICAL SPECIFICATIONS PREPARED BY WATERWAYS CONSULTING, INC. REFER TO TECHNICAL SPECIFICATIONS FOR DETAILS NOT SHOWN HEREON.

### ABBREVIATIONS

AVG.	AVERAGE
CC	CONCRETE
CY	CUBIC YARDS
DIA.	DIAMETER
E	EXISTING
EG	EXISTING GROUND
ELEV.	ELEVATION
DI	DRAINAGE INLET
FG	FINISHED GRADE
FT	FEET
INV	INVERT
MIN	MINIMUM
N	NEW
NIC	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
RC	RELATIVE COMPACTION
RSP	ROCK SLOPE PROTECTION
SPK	SPIKE
SQ.FT.	SQUARE FOOT
T	TREE
T.B.D.	TO BE DETERMINED
TYP	TYPICAL
UNK	UNKNOWN
WSE	WATER SURFACE ELEVATION
YR	YEAR

### TREE SPECIES

A	ALDER
BM	BIGLEAF MAPLE
C	COTTONWOOD
CYP	CYPRESS
DF	DOUGLAS FIR
EUC	EUCALYPTUS
M	MAPLE
MAD	MADRONE
O	OAK
R	REDWOOD
RC	RED CEDAR
T	TREE (SPECIES UNKNOWN)
W	WILLOW
WF	WHITE FIR

### PROJECT DESCRIPTION

THESE DRAWINGS PROVIDE 65% DESIGN LEVEL DETAILS FOR THE REMOVAL OF AN EXISTING CULVERT STREAM CROSSING AND REPLACEMENT WITH A VEHICULAR BRIDGE. THE GOAL OF THE WORK IS TO IMPROVE VEHICULAR ACCESS AND FISH PASSAGE CONDITIONS ALONG KAISER CREEK IN ALAMEDA COUNTY, CALIFORNIA.

#### CONSTRUCTION ACTIVITIES INCLUDE:

- TEMPORARY STREAM DIVERSION AND DEWATERING
- DEMOLITION OF THE EXISTING CULVERT AND ASSOCIATED CHANNEL FILL
- INSTALLATION OF ABUTMENTS AND PREFABRICATED BRIDGE DECK
- INSTALLATION OF ROCK SLOPE PROTECTION, WHICH WILL BE SET BELOW FINISHED GRADE OF THE CHANNEL
- RECONTOURING THE CHANNEL TO REMOVE THE AFFECTS OF THE EXISTING CROSSING

### SHEET INDEX

C1	COVER
C2	EXISTING CONDITIONS AND DEMOLITION PLAN
C3	SITE PLAN
C4	SECTIONS AND CREEK PROFILE
C5	ACCESS, STAGING, EROSION CONTROL, DIVERSION, AND DEWATERING PLAN
C6	DETAILS
C7	NOTES

### SECTION AND DETAIL CONVENTION

SECTION OR DETAIL IDENTIFICATION  
(NUMBER OR LETTER)



SHEET REFERENCE

**\* CALL BEFORE YOU DIG \***  
CONTACT UNDERGROUND SERVICE ALERT (USA)  
PRIOR TO ANY CONSTRUCTION WORK 1-800-227-2600

**DRAFT**  
NOT FOR CONSTRUCTION

PREPARED AT THE REQUEST OF:  
EAST BAY MUNICIPAL  
UTILITY DISTRICT

COVER

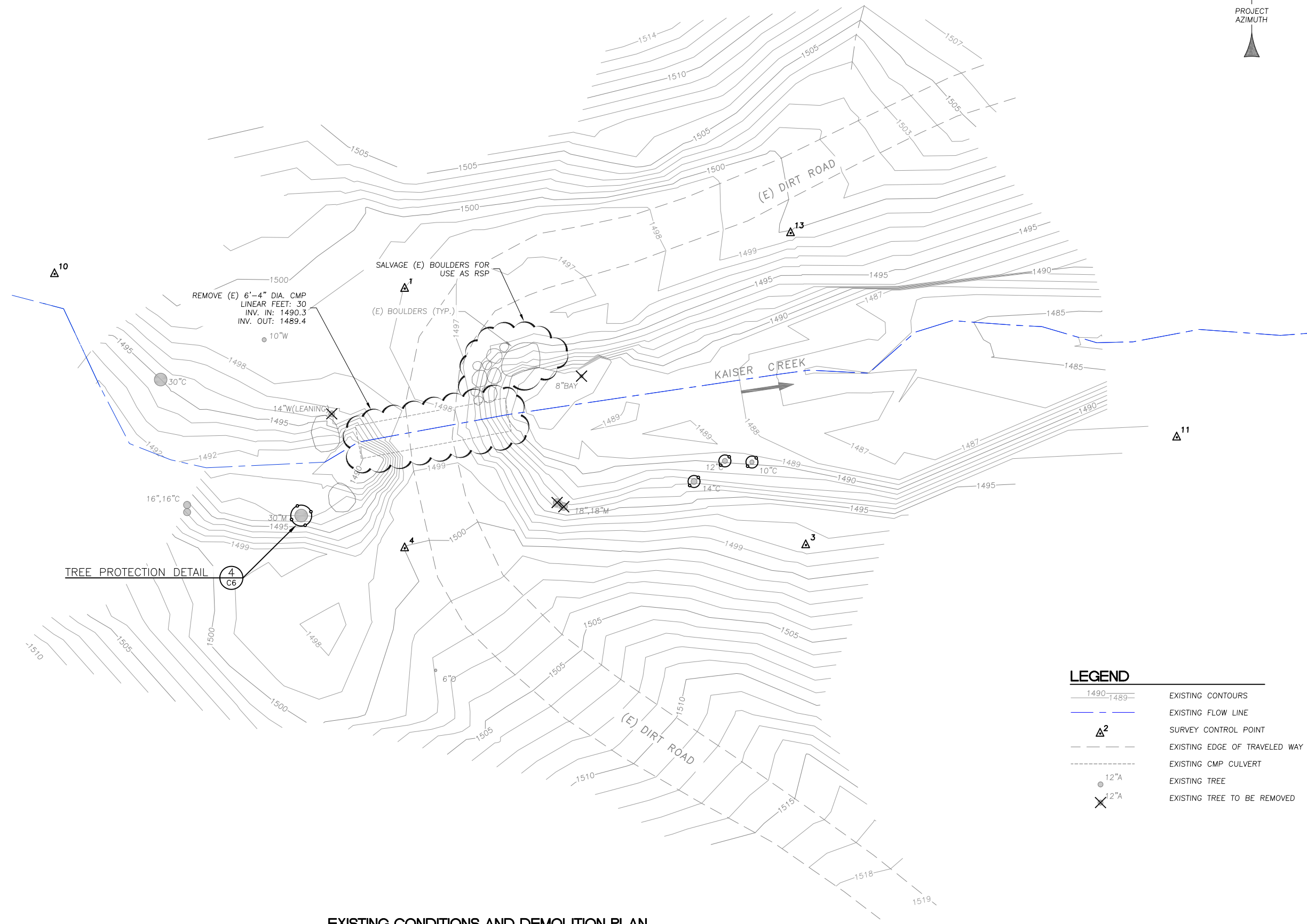
**TWO DOG CULVERT  
REPLACEMENT PROJECT  
65% LEVEL DESIGNS**

DESIGNED BY: M.W.  
DRAWN BY: C.B.H.  
CHECKED BY: M.W.  
DATE: 7/9/2021  
JOB NO.: 20-024

BAR IS ONE INCH ON  
ORIGINAL DRAWING,  
ADJUST SCALES FOR  
REDUCED PLOTS

0" 1"

C1 1 OF 7



**DRAFT**  
 NOT FOR CONSTRUCTION

PREPARED AT THE REQUEST OF:  
**EAST BAY MUNICIPAL UTILITY DISTRICT**

**EXISTING CONDITIONS AND DEMOLITION PLAN**

**TWO DOG CULVERT REPLACEMENT PROJECT**  
**65% LEVEL DESIGNS**

DESIGNED BY: M.W.  
 DRAWN BY: C.B.H.  
 CHECKED BY: M.W.  
 DATE: 7/9/2021  
 JOB NO.: 20-024

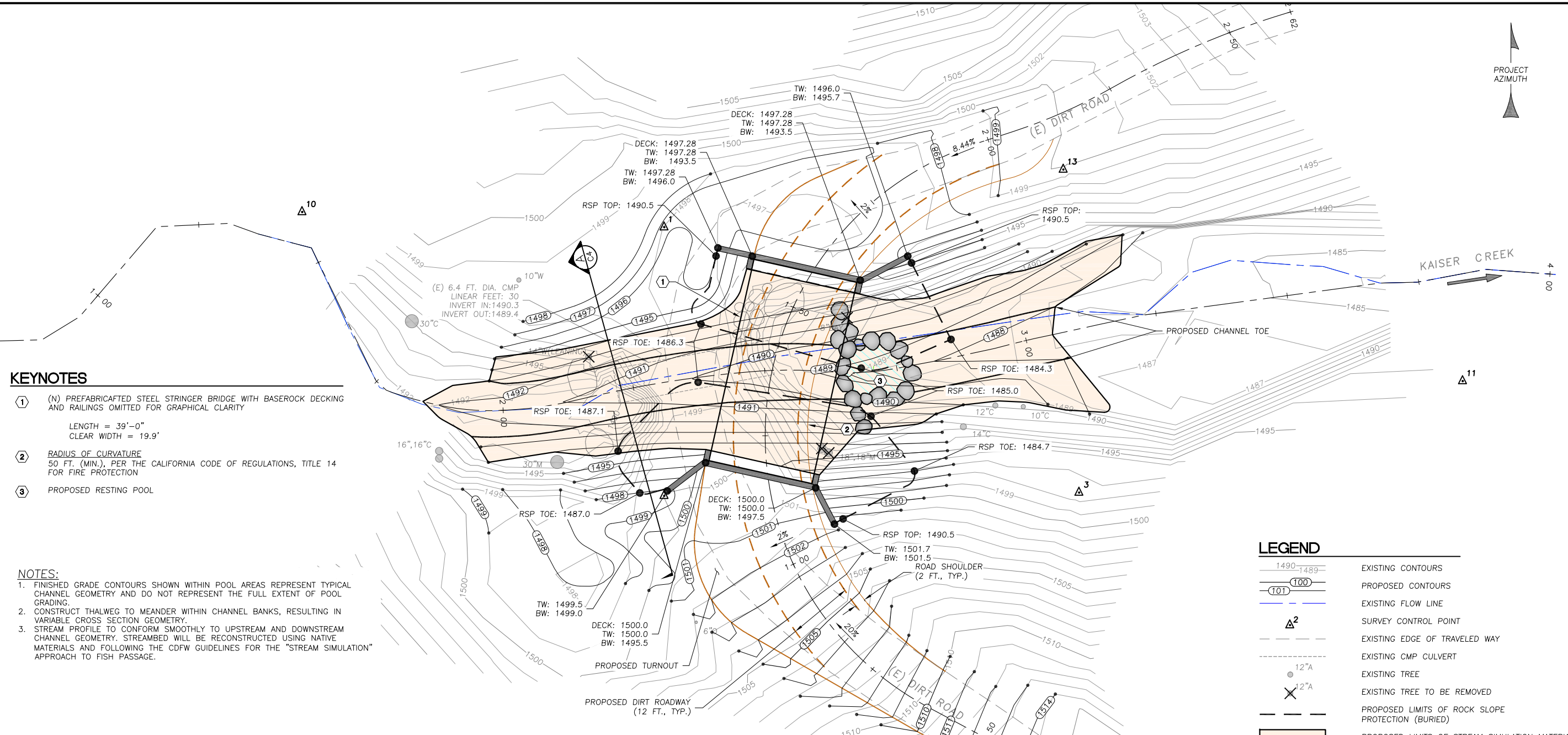
BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS

**LEGEND**

	EXISTING CONTOURS
	EXISTING FLOW LINE
	SURVEY CONTROL POINT
	EXISTING EDGE OF TRAVELED WAY
	EXISTING CMP CULVERT
	EXISTING TREE
	EXISTING TREE TO BE REMOVED

**EXISTING CONDITIONS AND DEMOLITION PLAN**  
 SCALE: 1" = 10'





**KEYNOTES**

- (N) PREFABRICATED STEEL STRINGER BRIDGE WITH BASEROCK DECKING AND RAILINGS OMITTED FOR GRAPHICAL CLARITY  
 LENGTH = 39'-0"  
 CLEAR WIDTH = 19.9'
- RADIUS OF CURVATURE  
 50 FT. (MIN.), PER THE CALIFORNIA CODE OF REGULATIONS, TITLE 14 FOR FIRE PROTECTION
- PROPOSED RESTING POOL

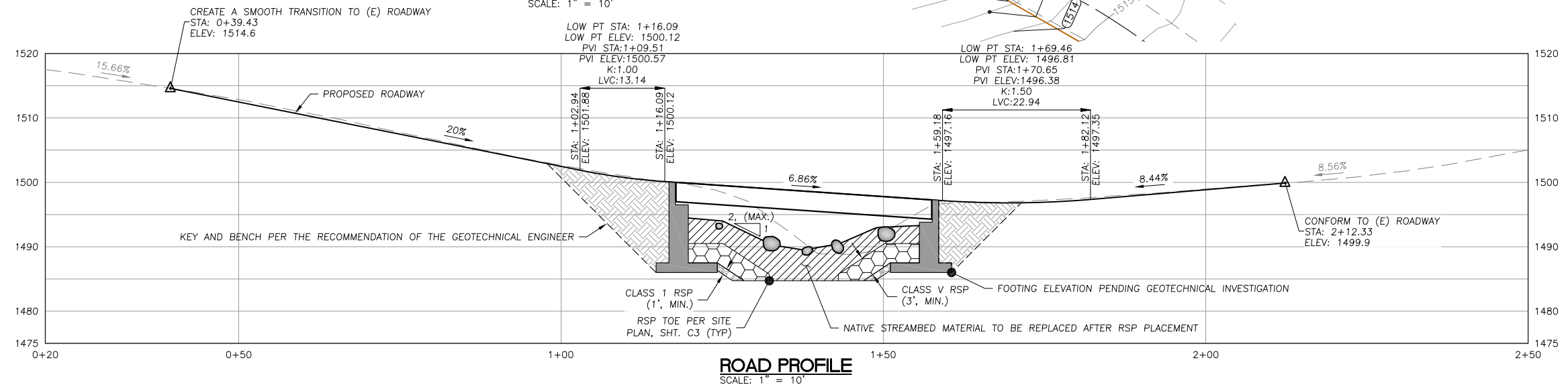
**NOTES:**

- FINISHED GRADE CONTOURS SHOWN WITHIN POOL AREAS REPRESENT TYPICAL CHANNEL GEOMETRY AND DO NOT REPRESENT THE FULL EXTENT OF POOL GRADING.
- CONSTRUCT THALWEG TO MEANDER WITHIN CHANNEL BANKS, RESULTING IN VARIABLE CROSS SECTION GEOMETRY.
- STREAM PROFILE TO CONFORM SMOOTHLY TO UPSTREAM AND DOWNSTREAM CHANNEL GEOMETRY. STREAMBED WILL BE RECONSTRUCTED USING NATIVE MATERIALS AND FOLLOWING THE CDFW GUIDELINES FOR THE "STREAM SIMULATION" APPROACH TO FISH PASSAGE.

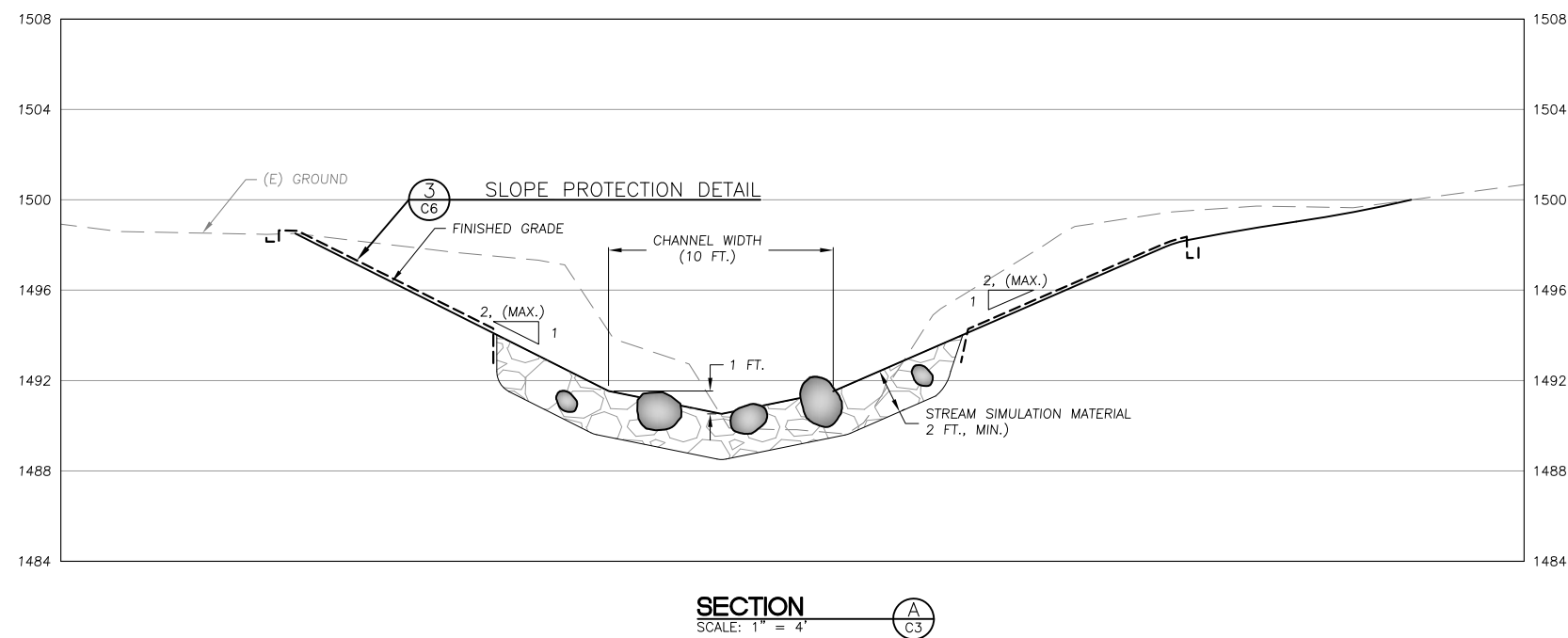
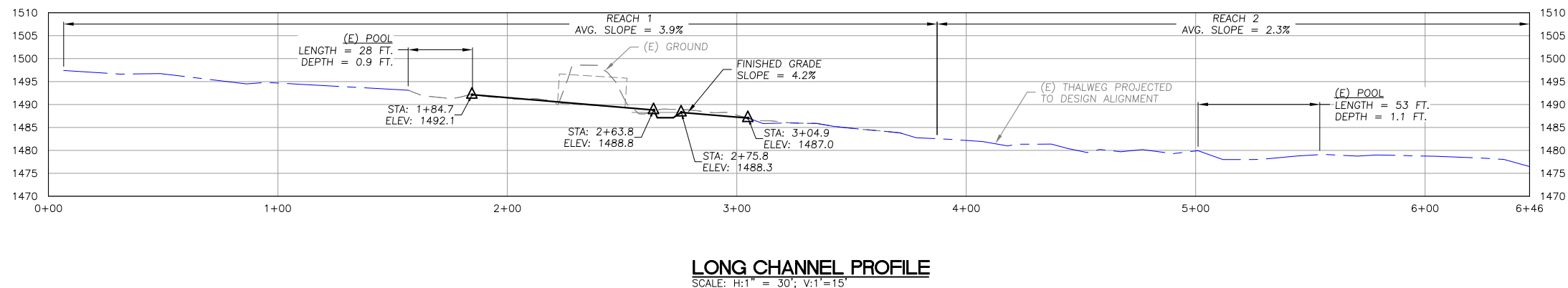
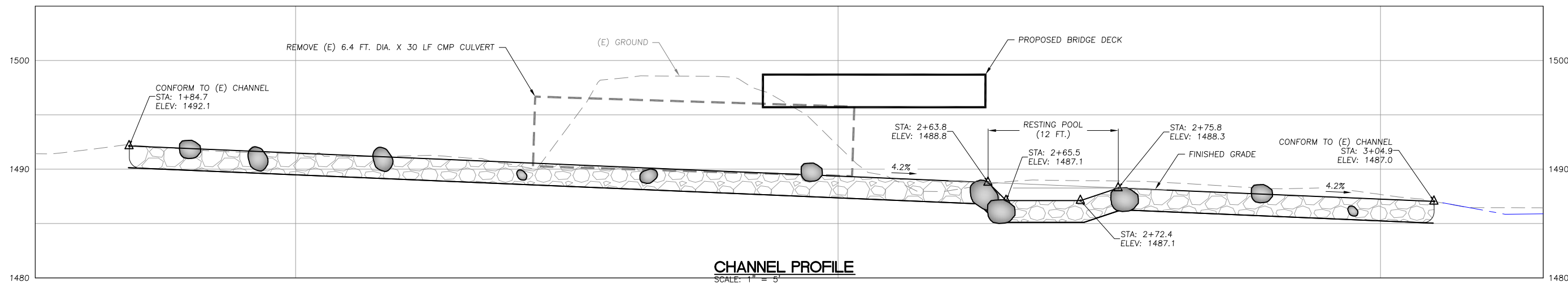
**LEGEND**

	EXISTING CONTOURS
	PROPOSED CONTOURS
	EXISTING FLOW LINE
	SURVEY CONTROL POINT
	EXISTING EDGE OF TRAVELED WAY
	EXISTING CMP CULVERT
	EXISTING TREE
	EXISTING TREE TO BE REMOVED
	PROPOSED LIMITS OF ROCK SLOPE PROTECTION (BURIED)
	PROPOSED LIMITS OF STREAM SIMULATION MATERIAL

**SITE PLAN - BRIDGE ALTERNATIVE**  
 SCALE: 1" = 10'



**ROAD PROFILE**  
 SCALE: 1" = 10'



- NOTES:**
- EXCAVATE CHANNEL TO MATCH ELEVATIONS SHOWN ON THE SITE PLAN, C3. SUITABLE MATERIAL IS EXPECTED TO BE FOUND AT FINISHED GRADES. IN ABSENCE OF SUITABLE NATIVE MATERIAL AT THE FINISHED GRADES, USE EXCAVATED STREAMBED MATERIAL TO DEVELOP A STREAM SIMULATION MATERIAL PER THE ENGINEERS RECOMMENDATION.
  - CHANNEL GEOMETRY MAY VARY DEPENDING ON SITE CONDITIONS AND TO PROVIDE A NATURAL TRANSITION TO EXISTING GROUND.
  - PERIODICALLY PLACE LARGE BOULDER TO EXTEND 2/3 OF THEIR DIAMETER ABOVE THE DESIGN FINISH GRADE ELEVATION

**DRAFT**  
NOT FOR CONSTRUCTION

PREPARED AT THE REQUEST OF:  
EAST BAY MUNICIPAL  
UTILITY DISTRICT

SECTIONS AND  
CREEK PROFILE

TWO DOG CULVERT  
REPLACEMENT PROJECT  
65% LEVEL DESIGNS

DESIGNED BY: M.W.  
DRAWN BY: C.B.H.  
CHECKED BY: M.W.  
DATE: 7/9/2021  
JOB NO.: 20-024

BAR IS ONE INCH ON  
ORIGINAL DRAWING,  
ADJUST SCALES FOR  
REDUCED PLOTS

**DRAFT**  
NOT FOR CONSTRUCTION

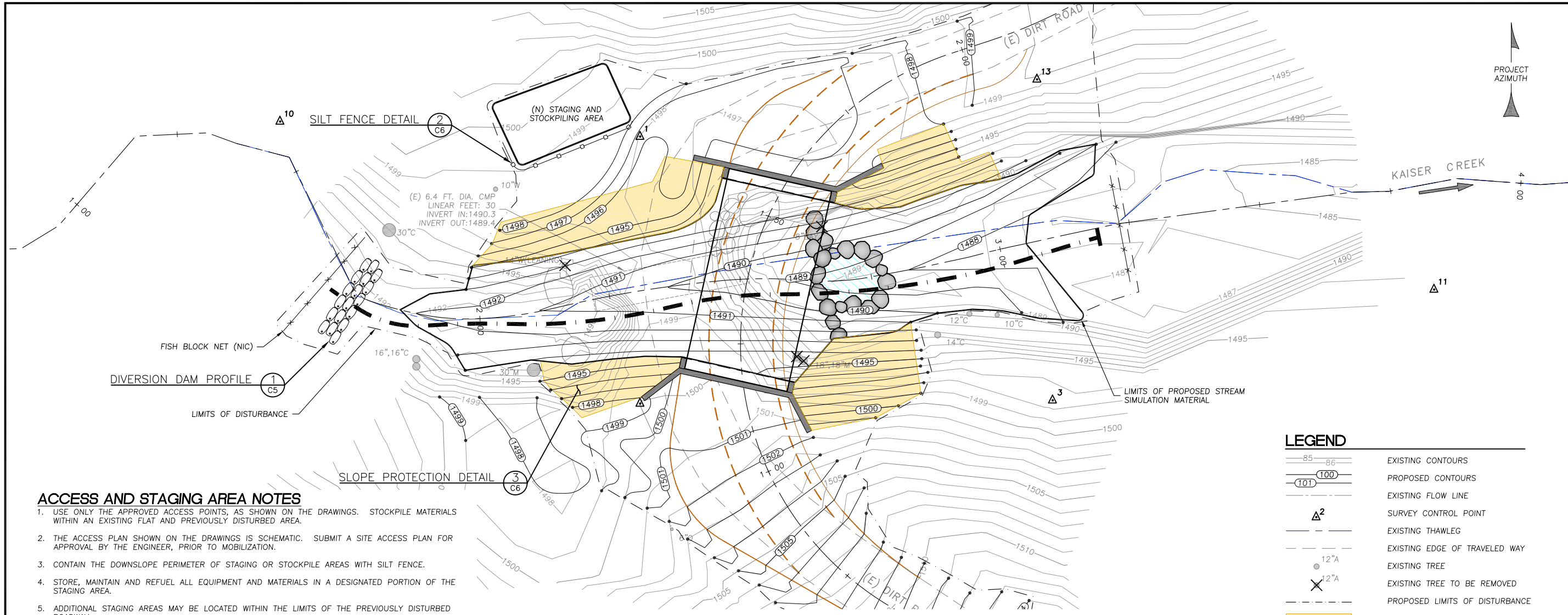
PREPARED AT THE REQUEST OF:  
**EAST BAY MUNICIPAL UTILITY DISTRICT**

**ACCESS, STAGING, EROSION CONTROL, DIVERSION, AND DEWATERING PLAN**

**TWO DOG CULVERT REPLACEMENT PROJECT**  
**65% LEVEL DESIGNS**

DESIGNED BY: M.W.  
DRAWN BY: C.B.H.  
CHECKED BY: M.W.  
DATE: 7/9/2021  
JOB NO.: 20-024

BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS



**ACCESS AND STAGING AREA NOTES**

1. USE ONLY THE APPROVED ACCESS POINTS, AS SHOWN ON THE DRAWINGS. STOCKPILE MATERIALS WITHIN AN EXISTING FLAT AND PREVIOUSLY DISTURBED AREA.
2. THE ACCESS PLAN SHOWN ON THE DRAWINGS IS SCHEMATIC. SUBMIT A SITE ACCESS PLAN FOR APPROVAL BY THE ENGINEER, PRIOR TO MOBILIZATION.
3. CONTAIN THE DOWNSLOPE PERIMETER OF STAGING OR STOCKPILE AREAS WITH SILT FENCE.
4. STORE, MAINTAIN AND REFUEL ALL EQUIPMENT AND MATERIALS IN A DESIGNATED PORTION OF THE STAGING AREA.
5. ADDITIONAL STAGING AREAS MAY BE LOCATED WITHIN THE LIMITS OF THE PREVIOUSLY DISTURBED ROADWAY.

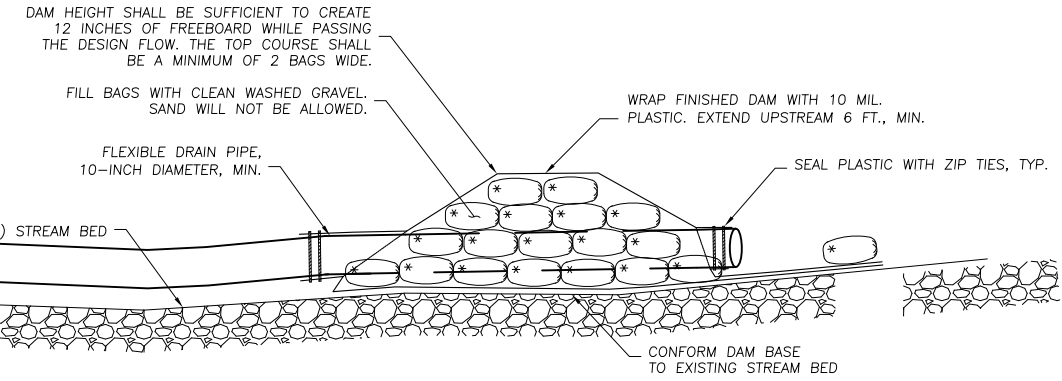
**ACCESS, STAGING, EROSION CONTROL, DIVERSION, AND DEWATERING PLAN**

SCALE: 1" = 10'

**DIVERSION NOTES**

THE DIVERSION PLAN SHOWN IS SCHEMATIC. GENERAL REQUIREMENTS ARE PROVIDED BELOW. THE FULL REQUIREMENTS OF THE DIVERSION AND DEWATERING PLAN ARE SPECIFIED IN THE PROJECT TECHNICAL SPECIFICATIONS.

1. GENERAL
  - 1.1. DEWATER THE PROJECT SITE AS REQUIRED TO FACILITATE IN-STREAM CONSTRUCTION AND TO REDUCE POTENTIAL IMPACTS TO WATER QUALITY DOWNSTREAM OF THE PROJECT SITE.
  - 1.2. CONFIRM THAT A FAVORABLE LONG TERM WEATHER FORECAST (1 WEEK, MIN.) IS OBSERVED PRIOR TO PLACEMENT OF DIVERSION STRUCTURES.
  - 1.3. PRIOR TO PLACEMENT OF DIVERSION STRUCTURE, REMOVE FISH FROM THE PROJECT REACH, IN ACCORDANCE WITH SECTION 2.
  - 1.4. DIVERT FLOW ONLY WHEN THE DIVERSION CONSTRUCTION IS OTHERWISE COMPLETE. FOLLOWING ENGINEER'S APPROVAL OF THE COMPLETED WORK, REMOVE DIVERSION BEGINNING AT THE DOWNSTREAM LIMIT, IN AN UPSTREAM DIRECTION.
2. FISH REMOVAL
  - 2.1. FISH SHALL BE REMOVED FROM THE PROJECT SITE BY A QUALIFIED FISHERIES BIOLOGIST, AUTHORIZED TO PERFORM SUCH ACTIVITIES BY THE NATIONAL MARINE FISHERIES SERVICE AND THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE.
  - 2.2. BLOCK NETS SHALL BE PROVIDED AND INSTALLED BY THE FISHERIES BIOLOGIST. BLOCK NETS SHALL BE MAINTAINED BY THE CONTRACTOR BOTH UPSTREAM AND DOWNSTREAM OF THE DIVERSION, THROUGHOUT THE PERIOD OF CONSTRUCTION. MAINTENANCE INCLUDES PERIODIC REMOVAL OF ACCUMULATED DEBRIS, AS NECESSARY TO ENSURE FUNCTION. BLOCK NETS SHALL BE REMOVED BY THE FISHERIES BIOLOGIST AFTER THE DIVERSION IS REMOVED AND THE IN CHANNEL WORK AREA IS RE-WATERED.
3. DIVERSION SYSTEM
  - 3.1. INSTALL A SEALED, TEMPORARY DIVERSION DAM CONSTRUCTED USING GRAVEL FILLED BAGS TO CAPTURE AND DIVERT STREAM FLOW UPSTREAM OF THE PROJECT SITE. THE DAM AND METHOD OF SEALING SHALL BE PLACED AT AN APPROPRIATE DEPTH TO CAPTURE SUBSURFACE STREAM FLOW, AS NEEDED TO DEWATER THE STREAMBED. GRAVEL SHALL BE WASHED PRIOR TO PLACEMENT IN BAGS. THE USE OF SAND WILL NOT BE ALLOWED. NO OTHER DIVERSION METHOD SHALL BE USED WITHOUT AUTHORIZATION OF THE ENGINEER. IF AN ALTERNATE DIVERSION METHOD IS PREFERRED BY THE CONTRACTOR, THE CONTRACTOR SHALL SUBMIT A PLAN TO THE ENGINEER FOR APPROVAL, DETAILING THE DESIRED DIVERSION METHOD.
  - 3.2. THE DIVERSION STRUCTURE SHALL BE CONSTRUCTED AS SHOWN ON DETAIL 1, OR AS DIRECTED BY THE ENGINEER IN THE FIELD.
  - 3.3. IN THE EVENT OF A SIGNIFICANT STORM, THE CONTRACTOR SHALL BE PREPARED TO TAKE NECESSARY MEASURES TO INSURE SAFE PASSAGE OF STORM WATER FLOW THROUGH THE PROJECT AREA, WITHOUT DAMAGE TO EXISTING STRUCTURES, OR INTRODUCTION OF EXCESSIVE SEDIMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY EROSION CONTROL B.M.P.'S.
  - 3.4. THE DIVERSION SHALL BE CAPABLE OF CONVEYING ANTICIPATED FLOWRATES WITH LESS THAN 6 INCHES OF HEAD OVER THE TOP OF PIPE AT THE INLET, AND SHALL BE A MINIMUM DIAMETER OF 10", WITH A MANNING'S ROUGHNESS NOT EXCEEDING .012.
4. DEWATERING OF CONSTRUCTION AREAS
  - 4.1. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY PUMPS, PIPING, FILTERS, SHORING, AND OTHER TOOLS AND MATERIALS NECESSARY FOR DEWATERING. IF A PUMPED SYSTEM IS RELIED UPON TO ENSURE DOWNSTREAM WATER QUALITY, A BACKUP PUMP OF EQUAL CAPACITY SHALL BE PROVIDED AT ALL TIMES AND THE PUMP MUST BE CONTINUOUSLY MONITORED.
  - 4.2. DEWATERING ACTIVITIES WHICH MAY BE REQUIRED FOR CONSTRUCTION PURPOSES SHALL COMPLY WITH WATER QUALITY STANDARDS ISSUED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD.
  - 4.3. DISCHARGE OF WATER FROM THE DEWATERED CONSTRUCTION SITE, EITHER BY GRAVITY OR PUMPING, SHALL BE PERFORMED IN A MANNER THAT PREVENTS EXCESSIVE TURBIDITY FROM ENTERING THE RECEIVING WATERWAYS AND PREVENTS SCOUR AND EROSION OUTSIDE OF THE CONSTRUCTION SITE. PUMPED WATER SHOULD BE PRE-FILTERED WITH A GRAVEL PACK AROUND SUMP FOR SUBSURFACE FLOWS AND A SILT FENCE AROUND PUMPS FOR SURFACE FLOW. PUMPED WATER SHALL BE DISCHARGED INTO ISOLATED LOCAL DEPRESSIONS, FILTER BAGS, SETTLING (BAKER) TANKS, OR TEMPORARY SEDIMENT BASINS, AS NECESSARY TO MEET WATER QUALITY REQUIREMENTS. WHERE WATER TO BE DISCHARGED INTO THE CREEK WILL CREATE EXCESSIVE TURBIDITY, THE WATER SHALL BE ROUTED THROUGH A SEDIMENT INTERCEPTOR OR OTHER FACILITIES TO REMOVE SEDIMENT FROM WATER.

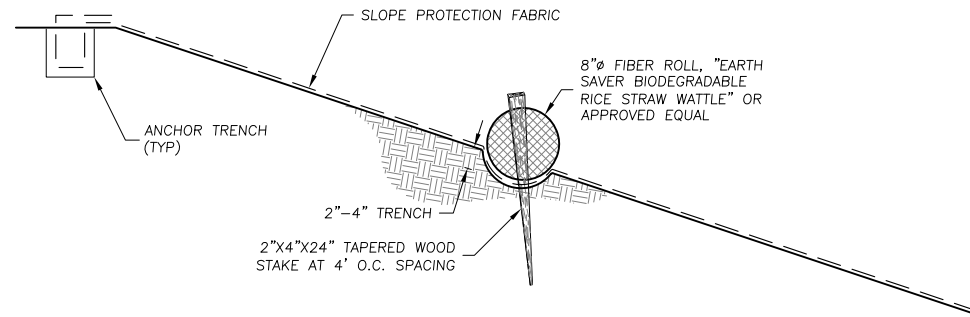


**DIVERSION DAM PROFILE**

SCALE: 1" = 5'

NOTE: CONTRACTOR MAY USE ALTERNATE DAM DETAIL, SUBJECT TO APPROVAL OF THE ENGINEER AND THE PERMITTING AGENCIES.





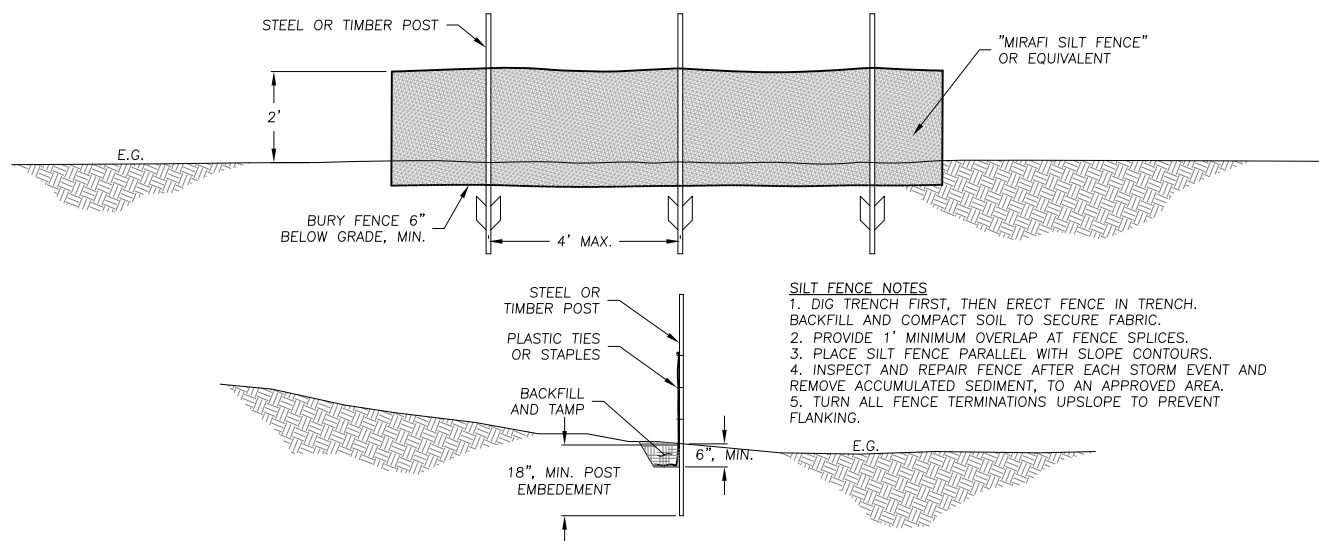
**SLOPE PROTECTION DETAIL** (3)  
SCALE: 1"=1' (C5)

**FIBER ROLL NOTES**

1. CONSTRUCT TRENCHES TO THE DEPTH SHOWN, AND TO A SUFFICIENT WIDTH TO HOLD THE FIBER ROLL. INSTALL STAKES AT THE ON-CENTER SPACING SHOWN ALONG THE LENGTH OF THE FIBER ROLL AND STOPPED AT 12 INCHES FROM EACH END OF THE ROLLS. DRIVE STAKES TO BETWEEN TWO AND THREE INCHES ABOVE THE TOP OF THE ROLL.
2. PLACE FIBER ROLLS 10 FEET APART ALONG THE SLOPE FOR SLOPE INCLINATION OF 2H:1V AND STEEPER, AND 15 FEET APART ALONG THE SLOPE FOR SLOPE INCLINATION BETWEEN 2H:1V AND 4H:1V.
3. CLEAR THE BEDDING AREA FOR THE FIBER ROLL OF OBSTRUCTIONS INCLUDING ROCKS, CLODS, AND DEBRIS GREATER THAN ONE INCH IN DIAMETER BEFORE INSTALLATION.
4. INSTALL FIBER ROLLS APPROXIMATELY PARALLEL TO THE SLOPE CONTOUR. ANGLE THE TERMINUS OF ROWS UP-SLOPE AT 45 DEGREES FOR A DISTANCE OF THREE FEET. WHERE FIBER ROLLS MEET, PROVIDE AN OVERLAP OF 18 INCHES, WITH ADJACENT ROLLS TIGHTLY ABUTTING EACH OTHER.
5. INSTALL FIBER ROLLS PRIOR TO SEEDING WHERE USED WITHOUT SLOPE PROTECTION FABRIC.
6. INSTALL FIBER ROLLS OVER FABRIC (AFTER SEEDING) WHERE SLOPE PROTECTION FABRIC IS TO BE INSTALLED.

**SLOPE PROTECTION FABRIC NOTES**

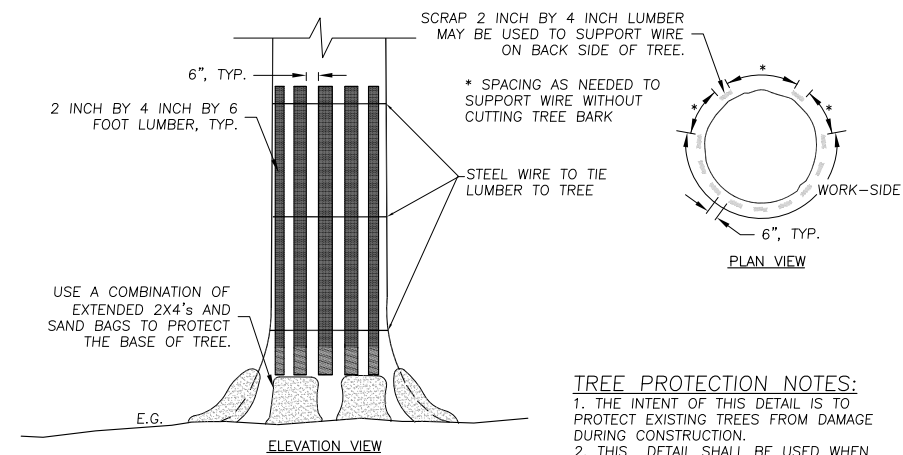
1. SLOPE PROTECTION FABRIC SHALL BE "NORTH AMERICAN GREEN C125BN", OR APPROVED EQUAL.
2. GROUND ANCHORING DEVICES SHALL CONSIST OF 10" LONG METAL STAPLES. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE LENGTHS GREATER THAN 8" MAY BE NECESSARY TO PROPERLY ANCHOR SLOPE PROTECTION FABRIC.
3. SECURE UPSLOPE EDGE OF SLOPE PROTECTION FABRIC INTO A 6" X 6" TRENCH WITH A ROW OF GROUND ANCHORING DEVICES SPACED APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF SLOPE PROTECTION FABRIC'S BACK OVER SEED AND COMPACTED SOIL. SECURE SLOPE PROTECTION FABRIC OVER COMPACTED SOIL WITH A ROW OF GROUND ANCHORING DEVICES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE SLOPE PROTECTION FABRIC.
4. UNROLL SLOPE PROTECTION FABRIC DOWNSLOPE. CONSECUTIVE ROLLS SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN 18" OVERLAP. WHEN MORE THAN ONE ROLL WIDTH IS REQUIRED, CONSECUTIVE ROLLS SHALL BE SPICED END OVER END IN THE DOWNSTREAM DIRECTION WITH AN 18" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE SLOPE PROTECTION FABRIC'S LENGTH.
5. SECURE SLOPE PROTECTION FABRIC TO SLOPE WITH GROUND ANCHORING DEVICES AT 2' ON-CENTER SPACING. ADDITIONAL STAPLES SHALL BE INSTALLED, AS NECESSARY, TO ENSURE CONSISTENT CONTACT WITH THE GROUND SURFACE.
6. ALL SLOPE PROTECTION FABRIC EDGES SHALL BE INSTALLED IN A 6" X 6" TRENCH WITH A ROW OF GROUND ANCHORING DEVICES SPACED APPROXIMATELY 12" APART AS DESCRIBED ABOVE.



**SILT FENCE NOTES**

1. DIG TRENCH FIRST, THEN ERECT FENCE IN TRENCH. BACKFILL AND COMPACT SOIL TO SECURE FABRIC.
2. PROVIDE 1' MINIMUM OVERLAP AT FENCE SPLICES.
3. PLACE SILT FENCE PARALLEL WITH SLOPE CONTOURS.
4. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE ACCUMULATED SEDIMENT, TO AN APPROVED AREA.
5. TURN ALL FENCE TERMINATIONS UPSLOPE TO PREVENT FLANKING.

**SILT FENCE** (2)  
SCALE: 1"=2' (C5)



**TREE PROTECTION NOTES:**

1. THE INTENT OF THIS DETAIL IS TO PROTECT EXISTING TREES FROM DAMAGE DURING CONSTRUCTION.
2. THIS DETAIL SHALL BE USED WHEN WORKING WITHIN 10' OF AN EXISTING TREE TO REMAIN, AS DIRECTED BY THE ENGINEER.
3. DO NOT DAMAGE OR REMOVE TREES UNLESS NOTED OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
4. LUMBER, WIRE, AND SANDBAGS MAY BE REUSED AT OTHER TREES, AS WORK PROGRESSES.

**TREE PROTECTION DETAIL** (4)  
SCALE: 1"=2' (C2)

**DRAFT**  
NOT FOR CONSTRUCTION

PREPARED AT THE REQUEST OF:  
**EAST BAY MUNICIPAL UTILITY DISTRICT**

**DETAILS**

**TWO DOG CULVERT REPLACEMENT PROJECT**  
**65% LEVEL DESIGNS**

DESIGNED BY: M.W.  
DRAWN BY: C.B.H.  
CHECKED BY: M.W.  
DATE: 7/9/2021  
JOB NO.: 20-024

BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS



**GENERAL NOTES**

- PREPARED AT THE REQUEST OF:  
EAST BAY MUNICIPAL UTILITY DISTRICT  
375 11TH STREET  
OAKLAND, CA 94607  
(866) 403-2683
- AFFECTED APN'S:  
85-250-4
- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES, IF SHOWN, WERE COMPILED FROM RECORD INFORMATION AND FROM FIELD TIES TO EXISTING BOUNDARY MONUMENTATION. THE LOCATION OF THESE LINES IS SUBJECT TO CHANGE, PENDING THE RESULTS OF A COMPLETE BOUNDARY SURVEY.
- NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER OR A DESIGNATED REPRESENTATIVE SHALL OBSERVE THE CONSTRUCTION PROCESS, AS NECESSARY TO ENSURE PROPER INSTALLATION PROCEDURES.
- EXISTING UNDERGROUND UTILITY LOCATIONS:
  - CALL UNDERGROUND SERVICE ALERT (1-800-642-2444) TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO COMMENCING CONSTRUCTION.
  - PRIOR TO BEGINNING WORK, CONTACT ALL UTILITIES COMPANIES WITH REGARD TO WORKING OVER, UNDER, OR AROUND EXISTING FACILITIES AND TO OBTAIN INFORMATION REGARDING RESTRICTIONS THAT ARE REQUIRED TO PREVENT DAMAGE TO THE FACILITIES.
  - EXISTING UTILITY LOCATIONS SHOWN ARE COMPILED FROM INFORMATION SUPPLIED BY THE APPROPRIATE UTILITY AGENCIES AND FROM FIELD MEASUREMENTS TO ABOVE GROUND FEATURES READILY VISIBLE AT THE TIME OF SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE DIMENSIONS, SIZES, MATERIALS, LOCATIONS, AND DEPTH OF UNDERGROUND UTILITIES.
  - THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE LOCATION AND/OR PROTECTION OF ALL EXISTING AND PROPOSED PIPING, UTILITIES, TRAFFIC SIGNAL EQUIPMENT (BOTH ABOVE GROUND AND BELOW GROUND), STRUCTURES, AND ALL OTHER EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION.
  - PRIOR TO COMMENCING FABRICATION OR CONSTRUCTION, DISCOVER OR VERIFY THE ACTUAL DIMENSIONS, SIZES, MATERIALS, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES AND POTHOLE THOSE AREAS WHERE POTENTIAL CONFLICTS ARE LIKELY OR DATA IS OTHERWISE INCOMPLETE.
  - TAKE APPROPRIATE MEASURES TO PROTECT EXISTING UTILITIES DURING CONSTRUCTION OPERATIONS. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COST OF REPAIR/REPLACEMENT OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
  - UPON LEARNING OF THE EXISTENCE AND/OR LOCATIONS OF ANY UNDERGROUND FACILITIES NOT SHOWN OR SHOWN INACCURATELY ON THE PLANS OR NOT PROPERLY MARKED BY THE UTILITY OWNER, IMMEDIATELY NOTIFY THE UTILITY OWNER AND THE CITY BY TELEPHONE AND IN WRITING.
  - UTILITY RELOCATIONS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT FACILITIES WILL BE PERFORMED BY THE UTILITY COMPANY, UNLESS OTHERWISE NOTED.
- IF DISCREPANCIES ARE DISCOVERED BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE FULLY INFORMED OF AND TO COMPLY WITH ALL LAWS, ORDINANCES, CODES, REQUIREMENTS AND STANDARDS WHICH IN ANY MANNER AFFECT THE COURSE OF CONSTRUCTION OF THIS PROJECT, THOSE ENGAGED OR EMPLOYED IN THE CONSTRUCTION AND THE MATERIALS USED IN THE CONSTRUCTION.
- ALL TESTS, INSPECTIONS, SPECIAL OR OTHERWISE, THAT ARE REQUIRED BY THE BUILDING CODES, LOCAL BUILDING DEPARTMENTS, OR THESE PLANS, SHALL BE DONE BY AN INDEPENDENT INSPECTION COMPANY. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE REQUIRED TESTS AND INSPECTIONS ARE PERFORMED.
- PROJECT SCHEDULE: PRIOR TO COMMENCEMENT OF WORK, SUBMIT TO THE ENGINEER FOR REVIEW AND APPROVAL A DETAILED CONSTRUCTION SCHEDULE. DO NOT BEGIN ANY CONSTRUCTION WORK UNTIL THE PROJECT SCHEDULE AND WORK PLAN IS APPROVED BY THE ENGINEER. ALL CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER SO THAT THE QUALITY OF WORK CAN BE CHECKED FOR APPROVAL. PURSUE WORK IN A CONTINUOUS AND DILIGENT MANNER TO ENSURE A TIMELY COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, PERMITTING, INSTALLATION, AND MAINTENANCE OF ANY AND ALL TRAFFIC CONTROL MEASURES DEEMED NECESSARY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL SAFETY DURING CONSTRUCTION. ALL WORK SHALL CONFORM TO PERTINENT SAFETY REGULATIONS AND CODES. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE CONSTRUCTION OF THIS PROJECT.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL. NEITHER THE PROFESSIONAL ACTIVITIES OF CONSULTANT NOR THE PRESENCE OF CONSULTANT OR HIS OR HER EMPLOYEES OR SUB-CONSULTANTS AT A CONSTRUCTION SITE SHALL RELIEVE THE CONTRACTOR AND ITS SUBCONTRACTORS OF THEIR RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND APPLICABLE HEALTH OR SAFETY REQUIREMENTS OF ANY REGULATORY AGENCY OR OF STATE LAW.
- MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL AS-BUILT DEVIATIONS FROM THE CONSTRUCTION AS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS, FOR THE PURPOSE OF PROVIDING THE ENGINEER OF RECORD WITH A BASIS FOR THE PREPARATION OF RECORD DRAWINGS.
- MAINTAIN THE SITE IN A NEAT AND ORDERLY MANNER THROUGHOUT THE CONSTRUCTION PROCESS. STORE ALL MATERIALS WITHIN APPROVED STAGING AREAS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE FULLY INFORMED OF AND TO COMPLY WITH ALL PERMIT CONDITIONS, LAWS, ORDINANCES, CODES, REQUIREMENTS AND STANDARDS, WHICH IN ANY MANNER AFFECT THE COURSE OF CONSTRUCTION OF THIS PROJECT, THOSE ENGAGED OR EMPLOYED IN THE CONSTRUCTION AND THE MATERIALS USED IN THE CONSTRUCTION.
- PROVIDE, AT CONTRACTOR'S SOLE EXPENSE, ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED TO COMPLY WITH ALL APPLICABLE PERMIT CONDITIONS AND REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND LAYOUT, UNLESS OTHERWISE SPECIFIED.
- FIELD INSPECTIONS AND OR THE PROVISION OF CONSTRUCTION STAKES DO NOT RELIEVE THE CONTRACTOR OF THEIR SOLE RESPONSIBILITY FOR ESTABLISHING ACCURATE CONSTRUCTED LINES AND GRADES, AS SPECIFIED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL SURVEY MONUMENTS OR PROPERTY CORNERS. DISTURBED MONUMENTS SHALL BE RESTORED BACK TO THEIR ORIGINAL LOCATION AND SHALL BE

- CERTIFIED BY A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR AT THE SOLE EXPENSE OF THE CONTRACTOR.
- THE OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL PROPERTY LINES AND EASEMENTS AND CONFIRMING THAT PROPOSED PROJECT ELEMENTS ARE LOCATED ON DISTRICT OWNED LANDS OR ARE COORDINATED WITH OWNERS AND APPROPRIATE PERMISSIONS ARE GRANTED FOR THE WORK.
  - TREE DIMENSIONS: TRUNK DIAMETERS SHOWN REPRESENT DIAMETER AT BREAST HEIGHT (DBH), MEASURED IN INCHES. DBH IS MEASURED 4.5 FT ABOVE GROUND FOR SINGLE TRUNKS AND TRUNKS THAT SPLIT INTO SEVERAL STEMS CLOSE TO THE GROUND. THE DBH FOR TREES THAT SPLIT INTO SEVERAL STEMS CLOSE TO THE GROUND MAY BE CONSOLIDATED INTO A SINGLE DBH BY TAKING THE SQUARE ROOT OF THE SUM OF ALL SQUARED STEM DBH'S, UNLESS OTHERWISE NOTED. WHERE TREES FORK NEAR BREAST HEIGHT, TRUNK DIAMETER IS MEASURED AT THE NARROWEST PART OF THE MAIN STEM BELOW THE FORK. FOR TREES ON A SLOPE, BREAST HEIGHT IS REFERENCED FROM THE UPPER SIDE OF THE SLOPE. FOR LEANING TREES, BREAST HEIGHT IS MEASURED ON THE SIDE THAT THE TREE LEANS TOWARD. TREES WITH DBH LESS THAN 8" ARE TYPICALLY NOT SHOWN.
 

12"P = 12" DBH PINE
  - TREE SPECIES ARE IDENTIFIED WHEN KNOWN. HOWEVER, FINAL DETERMINATION SHOULD BE MADE BY A QUALIFIED BOTANIST. REFER TO THE LEGEND FOR TREE SPECIES SYMBOLS.
  - TREE TRUNK DIMENSIONS MAY BE SHOWN OUT-OF-SCALE FOR PLOTTING CLARITY. CAUTION SHOULD BE USED IN DESIGNING NEAR TREE TRUNKS. THERE ARE LIMITATIONS ON FIELD ACCURACY, DRAFTING ACCURACY, MEDIUM STRETCH AS WELL AS THE "SPREAD" OR "LEANING" OF TREES. REQUEST ADDITIONAL TOPOGRAPHIC DETAIL WHERE CLOSE TOLERANCES ARE ANTICIPATED. INDIVIDUAL TREES ARE NOT TYPICALLY LOCATED WITHIN DRIPLINE CANOPY AREAS SHOWN.
  - WILLOWS TO BE REMOVED SHALL BE TRIMMED, TRANSPLANTED, AND UTILIZED IN THE REVEGETATION PLAN.
  - ALL STANDARD STREET MONUMENTS, LOT CORNER PIPES, AND OTHER PERMANENT MONUMENTS DISTURBED DURING THE PROCESS OF CONSTRUCTION SHALL BE REPLACED AND A RECORD OF SURVEY OR CORNER RECORD PER SECTION 8771 OF THE PROFESSIONAL LAND SURVEYORS ACT BEFORE ACCEPTANCE OF THE IMPROVEMENTS BY THE COUNTY OF ALAMEDA. COPIES OF ANY RECORD OF SURVEY OR CORNER RECORDS SHALL BE SUBMITTED TO THE COUNTY.
  - CONTRACTOR IS REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
  - THE CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CONSTRUCTION SAFETY ORDERS OF THE CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PERTAINING TO EXCAVATION AND TRENCHES THE CALIFORNIA CODE OF REGULATIONS TITLE 8, SUBCHAPTER 4 CONSTRUCTION SAFETY ORDERS, ARTICLE 6 EXCAVATION.
  - CULTURAL RESOURCES: IN THE EVENT THAT HUMAN REMAINS AND/OR CULTURAL MATERIALS ARE FOUND, ALL PROJECT-RELATED CONSTRUCTION SHALL CEASE WITHIN A 100-FOOT RADIUS. THE CONTRACTOR SHALL, PURSUANT TO SECTION 7050.5 OF THE HEALTH AND SAFETY CODE, AND SECTION 5097.94 OF THE PUBLIC RESOURCES CODE OF THE STATE OF CALIFORNIA, NOTIFY THE ALAMEDA COUNTY CORONER IMMEDIATELY.
- DUST CONTROL NOTES**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUOUS DUST CONTROL, THROUGHOUT THE CONSTRUCTION, IN ACCORDANCE WITH THE PERMIT CONDITIONS OF APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REGULAR CLEANING OF ALL MUD, DIRT, DEBRIS, ETC., FROM ANY AND ALL ADJACENT ROADS AND SIDEWALKS, AT LEAST ONCE EVERY 24 HOURS WHEN OPERATIONS ARE OCCURRING.
  - ALL DISTURBED AREAS, INCLUDING UNPAVED ACCESS ROADS OR STORAGE PILES, NOT BEING ACTIVELY UTILIZED FOR CONSTRUCTION PURPOSES, SHALL BE EFFECTIVELY STABILIZED OF DUST EMISSIONS USING WATER, CHEMICAL STABILIZER/SUPPRESSANT, OR VEGETATIVE GROUND COVER.
  - ALL GROUND-DISTURBING ACTIVITIES (E.G., CLEARING, GRUBBING, SCRAPING, AND EXCAVATION) SHALL BE EFFECTIVELY CONTROLLED OF FUGITIVE DUST EMISSIONS UTILIZING APPLICATION OF WATER OR BY PRE-SOAKING.
  - ALL MATERIALS TRANSPORTED OFFSITE SHALL BE COVERED OR EFFECTIVELY WETTED TO LIMIT DUST EMISSIONS.
  - FOLLOWING THE ADDITION OF MATERIALS TO, OR THE REMOVAL OF MATERIALS FROM, THE SURFACES OF OUTDOOR STORAGE PILES, SAID PILES SHALL BE EFFECTIVELY STABILIZED OF FUGITIVE DUST EMISSIONS UTILIZING SUFFICIENT WATER OR CHEMICAL STABILIZER/SUPPRESSANT.
  - ONSITE VEHICLE SPEED ON UNPAVED SURFACES SHALL BE LIMITED TO 15 MPH.
  - DISTURBED AREAS SHALL BE SEEDED PRIOR TO OCTOBER 15TH OR EARLIER AS REQUIRED BY THE APPLICABLE PERMIT CONDITIONS.
- EROSION CONTROL NOTES**
- THE EROSION CONTROL PLAN SHOWN IS INTENDED FOR THE SUMMER CONSTRUCTION SEASON (APRIL 15TH TO OCTOBER 15TH). IF THE DRAINAGE FEATURES SHOWN ON THESE DRAWINGS ARE NOT COMPLETED AND DISTURBED AREAS STABILIZED BY OCTOBER 1ST, CONSULT THE ENGINEER FOR ADDITIONAL RAINY SEASON EROSION CONTROL MEASURES.
  - PRIOR TO COMMENCING WORK, PROTECT AREAS TO REMAIN UNDISTURBED WITH ESA FENCING, AS SHOWN ON THE DRAWINGS. ADDITIONAL FENCING MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
  - BETWEEN OCTOBER 15 AND APRIL 15, PROTECT EXPOSED SOIL FROM EROSION AT ALL TIMES. DURING CONSTRUCTION, SUCH PROTECTION MAY CONSIST OF MULCHING AND/OR PLANTING OF NATIVE VEGETATION OF ADEQUATE DENSITY. BEFORE COMPLETION OF THE PROJECT, STABILIZE ALL EXPOSED SOIL ON DISTURBED SLOPES AGAINST EROSION.
  - MAINTAIN A STANDBY CREW FOR EMERGENCY WORK AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 15). STOCKPILE NECESSARY MATERIALS AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES.
  - CONSTRUCT TEMPORARY EROSION CONTROL MEASURES AS SHOWN ON THIS PLAN AND/OR AS DIRECTED BY THE ENGINEER TO CONTROL DRAINAGE WHICH HAS BEEN AFFECTED BY GRADING AND/OR TRENCHING OPERATIONS.
  - INCORPORATE ADEQUATE DRAINAGE PROCEDURES DURING THE CONSTRUCTION PROCESS TO ELIMINATE EXCESSIVE PONDING AND EROSION.
  - CONSTRUCT AND MAINTAIN EROSION CONTROL MEASURES TO PREVENT THE DISCHARGE OF EARTHEN MATERIALS TO THE CREEK FROM DISTURBED AREAS UNDER CONSTRUCTION AND FROM COMPLETED CONSTRUCTION AREAS.
  - INSTALL ALL PROTECTIVE DEVICES AT THE END OF EACH WORK DAY WHEN THE FIVE-DAY RAIN PROBABILITY EQUALS OR EXCEEDS 50 PERCENT AS DETERMINED FROM THE NATIONAL WEATHER SERVICE FORECAST OFFICE: WWW.SRH.NOAA.GOV.
  - AFTER EACH RAINSTORM, REMOVE ALL SILT AND DEBRIS FROM SEDIMENTATION DEVICES AND PUMP THE BASIN DRY.
  - THE EROSION CONTROL DEVICES ON THIS PLAN ARE A SCHEMATIC REPRESENTATION OF WHAT MAY BE REQUIRED. EROSION CONTROL DEVICES MAY BE RELOCATED, DELETED, OR ADDITIONAL ITEMS MAY BE REQUIRED DEPENDING ON THE ACTUAL SOIL CONDITIONS ENCOUNTERED, AT THE DISCRETION OF THE ENGINEER.
  - MAINTAIN ALL EROSION CONTROL DEVICES AND MODIFY THEM AS SITE PROGRESS DICTATES.
  - MONITOR THE EROSION CONTROL DEVICES DURING STORMS AND MODIFY THEM IN ORDER TO PREVENT PROGRESS OF ANY ONGOING EROSION.
  - CLEAN DAILY ANY EROSION OR DEBRIS SPILLING ONTO A PUBLIC STREET.
  - CONTACT THE ENGINEER IN THE EVENT THAT THE EROSION CONTROL PLAN AS DESIGNED REQUIRES ANY SUBSTANTIAL REVISIONS.
  - IMPLEMENT ALL REQUIRED BMP'S PRIOR TO COMMENCING SITE DISTURBING ACTIVITIES.

**EARTHWORK NOTES**

- ALL GRADING SHALL COMPLY WITH THE RECOMMENDATIONS OF THE ENGINEERING GEOLOGIC REPORT, THE GEOTECHNICAL REPORT, AND WITH THE APPLICABLE REQUIREMENTS OF THE ALAMEDA COUNTY GRADING ORDINANCE. REFER TO GEOTECHNICAL INVESTIGATION REPORT BY:
 

EAST BAY MUNICIPAL UTILITY DISTRICT  
375 11TH STREET  
OAKLAND, CA 94607  
(866) 403-2683

PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL BE FAMILIAR WITH THE GEOTECHNICAL INVESTIGATION. IN THE EVENT OF DISCREPANCY BETWEEN THE REPORT AND THE NOTES HEREIN, THE REPORT SHALL PREVAIL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND MAKE HIS OWN INTERPRETATIONS WITH REGARD TO MATERIALS, METHODS AND EQUIPMENT NECESSARY TO PERFORM THE WORK REQUIRED FOR THIS PROJECT.
- GRADING SUMMARY:
 

TOTAL CUT VOLUME =	255 CY
TOTAL FILL VOLUME =	65 CY
NET (CUT/FILL) =	190 CY

THE ABOVE QUANTITIES ARE APPROXIMATE IN-PLACE VOLUMES CALCULATED AS THE DIFFERENCE BETWEEN EXISTING GROUND AND THE PROPOSED FINISH GRADE, PREPARED FOR PERMITTING PURPOSES ONLY. EXISTING GROUND IS DEFINED BY THE TOPOGRAPHIC CONTOURS AND/OR SPOT ELEVATIONS ON THE PLAN. PROPOSED FINISH GRADE IS DEFINED AS THE DESIGN SURFACE ELEVATION OF WORK TO BE CONSTRUCTED. THE QUANTITIES HAVE NOT BEEN FACTORED TO INCLUDE ALLOWANCES FOR BULKING, CLEARING AND GRUBBING, SUBSIDENCE, SHRINKAGE, OVER EXCAVATION, AND RECOMPACTION, UNDERGROUND UTILITY AND SUBSTRUCTURE SPOILS AND CONSTRUCTION METHODS.

THE CONTRACTOR SHALL PERFORM AN INDEPENDENT EARTHWORK ESTIMATE FOR THE PURPOSE OF PREPARING BID PRICES FOR EARTHWORK. THE BID PRICE SHALL INCLUDE COSTS FOR ANY NECESSARY IMPORT AND PLACEMENT OF EARTH MATERIALS OR THE EXPORT AND PROPER DISPOSAL OF EXCESS OR UNSUITABLE EARTH MATERIALS.
- PRIOR TO COMMENCING WORK, PROTECT ALL SENSITIVE AREAS TO REMAIN UNDISTURBED WITH TEMPORARY FENCING, AS SHOWN ON THE DRAWINGS, AS SPECIFIED, OR AS DIRECTED BY THE ENGINEER.
- DO NOT DISTURB AREAS OUTSIDE OF THE DESIGNATED LIMITS OF DISTURBANCE, UNLESS AUTHORIZED IN WRITING BY THE ENGINEER. THE COST OF ALL ADDITIONAL WORK ASSOCIATED WITH RESTORATION AND REVEGETATION OF DISTURBED AREAS OUTSIDE THE DESIGNATED LIMITS OF DISTURBANCE, AS SHOWN ON THE DRAWINGS, SHALL BE BORNE SOLELY BY THE CONTRACTOR.
- REMOVE ALL EXCESS SOILS TO AN APPROVED DUMP SITE OR DISPOSE OF ON SITE AT A LOCATION TO BE APPROVED BY THE ENGINEER, IN A MANNER THAT WILL NOT CAUSE EROSION.
- CLEARING AND GRUBBING, SUBGRADE PREPARATION AND EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 17 & 19 OF THE STANDARD SPECIFICATIONS, THESE DRAWINGS, AND THE TECHNICAL SPECIFICATIONS.
- PRIOR TO STARTING WORK ON THE PROJECT, SUBMIT FOR ACCEPTANCE BY THE ENGINEER A HAZARDOUS MATERIALS CONTROLS AND SPILL PREVENTION PLAN. INCLUDE PROVISIONS FOR PREVENTING HAZARDOUS MATERIALS FROM CONTAMINATING SOIL OR ENTERING WATER COURSES, AND ESTABLISH A SPILL PREVENTION AND COUNTERMEASURE PLAN.
- UNLESS AUTHORIZED BY THE GEOTECHNICAL ENGINEER, THE FOLLOWING MATERIALS SHALL NOT BE INCORPORATED INTO THE WORK:
  - ORGANIC MATERIALS SUCH AS PEAT, MULCH, ORGANIC SILT OR SOD.
  - SOILS CONTAINING EXPANSIVE CLAYS.
  - MATERIAL CONTAINING EXCESSIVE MOISTURE.
  - POORLY GRADED COURSE MATERIAL PARTICLE SIZES IN EXCESS OF 6 INCHES.
  - MATERIAL WHICH WILL NOT ACHIEVE SPECIFIED DENSITY OR BEARING.
- FINE GRADING ELEVATIONS, CONFORMS, AND SLOPES NOT CLEARLY SHOWN ON THE DRAWINGS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD TO DIRECT DRAINAGE TO PROTECTED DRAINAGE CONTROL STRUCTURES OR NATURAL WATERWAYS IN A MANNER THAT SUPPORTS THE INTENT OF THE DESIGN. ALL FINAL GRADING SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- THE TOP 6" OF SUBGRADE UNDER ALL PAVED SURFACES SUBJECT TO VEHICULAR USE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION, IN ACCORDANCE WITH ASTM-D1557. ALL OTHER FILL TO BE COMPACTED TO A MINIMUM OF 90% MAXIMUM DENSITY AS DETERMINED BY ASTM-D1557 AND SO CERTIFIED BY TESTS AND REPORTS FROM THE CIVIL ENGINEER IN CHARGE OF THE GRADING CERTIFICATION.
- SPREAD FILL MATERIAL IN LIFTS OF APPROXIMATELY 8 INCHES, MOISTENED OR DRIED TO NEAR OPTIMUM MOISTURE CONTENT AND RECOMPACTED. THE MATERIALS FOR ENGINEERED FILL SHALL BE APPROVED BY A REGISTERED CIVIL ENGINEER. ANY IMPORTED MATERIALS MUST BE APPROVED BEFORE BEING BROUGHT TO THE SITE. THE MATERIALS USED SHALL BE FREE OF ORGANIC MATTER AND OTHER DELETERIOUS MATERIALS.
- ALL CONTACT SURFACES BETWEEN ORIGINAL GROUND AND RECOMPACTED FILL SHALL BE EITHER HORIZONTAL OR VERTICAL. ALL ORGANIC MATERIAL SHALL BE REMOVED AND THE REMAINING SURFACE SCARIFIED TO A DEPTH OF AT LEAST 12 INCHES, UNLESS DEEPER EXCAVATION IS REQUIRED BY THE ENGINEER.
- REGULATORY AGENCIES MAY REQUIRE A FINAL GRADING COMPLIANCE LETTER. WE CAN ONLY OFFER THIS LETTER IF WE ARE CALLED TO THE SITE TO OBSERVE AND TEST, AS NECESSARY, ANY GRADING AND EXCAVATION OPERATIONS FROM THE START OF CONSTRUCTION. WE CANNOT PREPARE A LETTER IF WE ARE NOT AFFORDED THE OPPORTUNITY OF OBSERVATION FROM THE BEGINNING OF THE GRADING OPERATION. THE CONTRACTOR MUST BE MADE AWARE OF THIS AND EARTHWORK TESTING AND OBSERVATION MUST BE SCHEDULED ACCORDINGLY. PLEASE CONTACT OUR OFFICE: (831) 421-9291.



**DRAFT**

**NOT FOR CONSTRUCTION**

**PREPARED AT THE REQUEST OF:  
EAST BAY MUNICIPAL  
UTILITY DISTRICT**

**NOTES**

**TWO DOG CULVERT  
REPLACEMENT PROJECT**

**65% LEVEL DESIGNS**

DESIGNED BY: M.W.  
DRAWN BY: C.B.H.  
CHECKED BY: M.W.  
DATE: 7/9/2021  
JOB NO.: 20-024

BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS

**C7**

**7  
OF  
7**



**DEPARTMENT OF THE ARMY**  
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
450 GOLDEN GATE AVENUE  
SAN FRANCISCO, CALIFORNIA 94102

September 2, 2022

Regulatory Division

Subject: File Number SPN-2021-00420S

Mr. Bert Mulchaey  
East Bay Municipal Utility District (EBMUD)  
375 11<sup>th</sup> Street  
Oakland, California 95607  
Bert.Mulchaey@ebmud.com

Dear Mr. Mulchaey:

This correspondence is in reference to your submittal of March 9, 2022, concerning Department of the Army (DA) authorization to install a free span bridge over Kaiser Creek for the Two Dog Culvert Replacement Project. The project is located at an approximate 0.0186-acre site located along Kaiser Creek within the Upper San Leandro Reservoir Watershed in Alameda County, California (Lat./Long. 37.792163, -122.07875).

Work within U.S. Army Corps of Engineers' (Corps) jurisdiction will include replacing an existing 6-foot diameter corrugated metal culvert with a full-span bridge. Following pre-project surveys and electrofishing, temporary coffer dams totaling 4 cubic yards will be installed and the portion of the channel of Kaiser Creek where work will take place will be dewatered. Following dewatering, the existing culvert will be excavated using an excavator or backhoe. The project site and adjacent stockpile is approximately 0.186 acre. Additional staging/stockpile areas will be located off-site away from Kaiser Creek in upland areas and total about 0.61 acre. Work within Corps jurisdiction will occur on approximately 0.096 acre of the total 0.186-acre project site and stockpile area. Approximately 60 linear feet of creek channel will be excavated and approximately 255 cubic yards of non-native sediment will be removed from the channel. The 255 cubic yards of non-native sediment will be placed back in 0.05 acre of creek channel for reconstructing and recontouring. Approximately 20 cubic yards of large boulders and cobble will be placed in 0.009 acre of channel below Ordinary High Water, and approximately 65 cubic yards of rip rap will be installed within 0.037 acre below Ordinary High Water to protect the bridge buttresses. The total work will require placement of 344 cubic yards of fill within 0.096 acre of Kaiser Creek. All work shall be completed in accordance with the plans and drawings titled "USACE File #SPN-2021-00420S, Two Dog Culvert Replacement Project, August 31, 2022, Sheets 1 to 7," provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States,

below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 27 for Aquatic Habitat Restoration, Establishment, and Enhancement Activities (86 Fed. Reg. 73522, December 27, 2021), pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 *et seq.*). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited on our website ([www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/](http://www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/)). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

This verification will remain valid until March 14, 2026, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). This verification will remain valid if, during the time period between now and March 14, 2026, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website ([www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx](http://www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx)). Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 2, verifying that you have complied with the terms and conditions of the permit.

You shall comply with all terms and conditions set forth by the “*Clean Water Act Section 401 Water Quality Certification and Order for the Two Dog Bridge Project, Alameda County,*” issued by the San Francisco Bay Regional Water Quality Control Board on July 7, 2022 (enclosure 3). You shall consider such conditions to be an integral part of the NWP authorization for your project.

It is the Corps’ understanding that the proposed project is a Covered Activity, and the California red-legged frog and Alameda whipsnake are covered species under EBMUD’s East Bay Municipal Utility District Low Effect /Habitat Conservation Plan (EBMUD HCP). By letter of August 1, 2022, the USFWS (2022-0058642-S7) extended to the Corps the incidental take exemption for the California red-legged frog (*Rana draytonii*) and the Alameda whipsnake (*Masticophis lateralis euryxanthus*) already provided to EBMUD through their incidental take permit (TE183192-0-0) for their East Bay Municipal Utility District Low Effect /Habitat Conservation Plan (EBMUD HCP), HCP in April of 2008 pursuant to section 10(a)(1)(B) of the Act (81420-2008-F-1669). The USFWS concluded that the effects of EBMUD’s work activities and level of incidental take were not likely to jeopardize the continued existence of the California red-legged frog and Alameda whipsnake. Based on a review of the information above, the Corps has determined that it has fulfilled its responsibilities under Section 7(a) (2) of the ESA. The documentation of the consultation is incorporated by reference as enclosure 4.

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. To remain exempt from the prohibitions of Section 9 of the Endangered Species Act, the non-discretionary Reasonable and Prudent Measures for incidental take of the federally-listed California red-legged frog (*Rana draytonii*) and Alameda whipsnake (*Masticophis lateralis euryxanthus*) shall be fully implemented as stipulated in the intra-Service Biological Opinion (Service File Number 814-2008-F-1669). Project authorization under the NWP is conditional upon the compliance with the mandatory terms and conditions associated with incidental take. Failure to comply with the terms and conditions for incidental take, where a take of a federally-listed species occurs would constitute an unauthorized take and non-compliance with the NWP authorization for your project. The USFWS is, however, the authoritative federal agency for determining compliance with the incidental take statement and for initiating appropriate enforcement actions or penalties under the Endangered Species Act.
2. To minimize potential impacts to cultural resources, an archaeologist and a cultural tribal monitor shall be involved with the project. The archaeologist and tribal monitor shall be present during excavation activities within native soils only and be given the



authority to stop work for a reasonable amount of time to assess potential cultural resources.

3. Any temporary structures used to dewater the stream channel shall consist of clean washed gravel, sandbags or other non-erodible material and shall be completely removed from the work area at project completion.
4. All work occurring below the plane of ordinary high water shall be confined to the low-flow period, during summer months to avoid excessive sedimentation of creek waters.
5. All staging, maintenance, and storage of heavy machinery shall be conducted in such a location and manner that no fuel, oil, or other petroleum products may run off or be washed by rainfall into the water.
6. Heavy equipment shall be used in Corps jurisdiction only where necessary and shall be removed from the site at the earliest opportunity.
7. All material and debris generated as a result of project construction shall be removed from the site and disposed of in an approved location outside of Corps jurisdiction.
8. All heavy equipment working within Corps jurisdiction (within the creek channel) shall operate on clean imported river gravel or on geotextile materials (filter fabric) to minimize impacts to substrates.
9. If grading is necessary within Corps jurisdiction, all graded areas shall be restored to pre-project contours prior to project completion.
10. Only the minimum amount of vegetation shall be cleared as a result of project construction.
11. Temporary fills and stockpiles shall be completely removed from the project area at project completion.

You may refer any questions on this matter to Jenna Rais of our Regulatory staff by telephone at 415-503-6808 or by e-mail at Jenna.S.Rais@usace.army.mil. All correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. Our Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.spn.usace.army.mil/Missions/Regulatory.aspx>

Sincerely,

Dina Ryan  
Senior Project Manager  
Regulatory Division

Enclosures

Electronic Copies Furnished (w/ encls):

CA RWQCB, Oakland, CA (Brian Wines, Brian.Wines@waterboards.ca.gov)



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
(707) 428-2002  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



August 17, 2022

Bert Mulchaey  
East Bay Municipal Utility District  
500 San Pablo Dam Road  
Orinda, CA 94563  
[Bert.Mulchaey@ebmud.com](mailto:Bert.Mulchaey@ebmud.com)

**Habitat Restoration and Enhancement Act–Request for Approval, Request No. 1652-2022-051-001-R3, Two Dog Culvert Replacement Project**

Dear Bert Mulchaey:

The California Department of Fish and Wildlife (CDFW) has reviewed your request to approve the Two Dog Culvert Replacement Project (Project), dated July 12, 2022, pursuant to Fish and Game Code section 1652. CDFW has determined that your request includes all the information required in section 1652(b) and the Project meets all the requirements in section 1652(c). Therefore, CDFW hereby approves your Project summarized below.

**Project Location:** The Project is located on Kaiser Creek within the Upper San Leandro Reservoir Watershed in unincorporated Alameda County (See Figure 1). The Project is located approximately 0.5 mile east of Miller/Callahan Roads at approximately 37.792163, -122.07875. The Project site is bounded by riparian and oak woodland.

**Project Description:** The primary purpose of the Project is barrier removal and habitat improvement. The Project will mediate the limiting factor of access to high quality spawning habitat. The species likely to benefit from this Project include but are not limited to rainbow trout (*Onchochorynchus mykiss*) and California red-legged frog (*Rana draytonii*).

The Project includes removal of an existing 6-foot diameter corrugated metal culvert at the site and replacing the culvert with a free-span bridge that will allow adfluvial and resident rainbow trout populations in the stream to reach about one mile of high-quality spawning habitat upstream of the crossing.

A cofferdam will be set upstream of the Project to dewater the work area. Once the site is dewatered, 110 linear feet of creek channel will be excavated. Approximately 340 cubic yards of sediment will be removed from the channel to remove the culvert and widen the channel to 19.2 feet, which will match the active channel width upstream of the site. Cast-in place concrete footings for the new bridge will be constructed within the roadway, outside of the top of bank. The channel banks at the bridge site will be sloped and rock slope protection will be installed to protect the new bridge footings. A

Bert Mulchaey  
East Bay Municipal Utility District  
August 17, 2022  
Page 2

prefabricated, 50-foot-long bridge will be placed on the footings. Large boulders and cobble will be placed in the reworked channel to form a stable channel that is functional for fish passage. After the Project is constructed, the stream banks will be stabilized with erosion control materials and construction materials will be removed from the site.

A complete project description can be found in Section 6 of the Request to Approve (DFW 1652), as submitted by the Applicant. The Applicant shall make this approval, and all related Project documents, readily available at the Project site at all times and shall present the approval and related documents to CDFW personnel, or personnel from another state, federal, or local agency upon request.

The Project will commence on or around August 15, 2022 and is expected to finalize on October 15, 2023, with a total of approximately 75 working days.

**Monitoring and Reporting:** You are responsible for meeting the monitoring and reporting requirements in section 1652. These include providing CDFW: 1) a notice of completion, no later than 30 days after the Project has been completed and in the manner prescribed by section 1652(e); and 2) a monitoring report that describes whether the Project is meeting each of the restoration goals stated in your request for habitat restoration or enhancement approval, as prescribed by section 1652(f).

This approval is in lieu of all CDFW permits and approvals that otherwise would be necessary for your Project, as described in your request. Please note that any material changes to the approved Project will require a separate approval. You are also responsible to obtain any other necessary approvals from local, state, or federal agencies.

If you have any questions or require further assistance, please contact Marcia Grefsrud, Environmental Scientist, at (707) 644-2812 or [Marcia.Grefsrud@wildlife.ca.gov](mailto:Marcia.Grefsrud@wildlife.ca.gov); or Brenda Blinn, Senior Environmental Scientist (Supervisory), at [Brenda.Blinn@wildlife.ca.gov](mailto:Brenda.Blinn@wildlife.ca.gov).

Sincerely,

DocuSigned by:  
*Erin Chappell*  
Erin Chappell  
Regional Manager  
Bay Delta Region

Enclosure

ec: See next page



Bert Mulchaey  
East Bay Municipal Utility District  
August 17, 2022  
Page 3

ec: Wendy Bogdan  
General Counsel  
Office of the General Counsel  
[Wendy.Bogdan@wildlife.ca.gov](mailto:Wendy.Bogdan@wildlife.ca.gov)

Chad Dibble  
Deputy Director  
Wildlife and Fisheries Division  
[Chad.Dibble@wildlife.ca.gov](mailto:Chad.Dibble@wildlife.ca.gov)

Lucy Haworth  
Environmental Scientist  
Habitat Conservation Planning Branch  
[Lucy.Haworth@wildlife.ca.gov](mailto:Lucy.Haworth@wildlife.ca.gov)

Craig Weightman  
Environmental Program Manager  
Region 3: Bay Delta Region  
[Craig.Weightman@wildlife.ca.gov](mailto:Craig.Weightman@wildlife.ca.gov)

Brian Wines  
Environmental Scientist  
Regional Water Quality Control Board  
[Brian.Wines@waterboards.ca.gov](mailto:Brian.Wines@waterboards.ca.gov)

Brendan Reed  
Environmental Scientist  
State Water Resources Control Board  
[Brendan.Reed@waterboards.ca.gov](mailto:Brendan.Reed@waterboards.ca.gov)