

# **REQUEST FOR PROPOSALS**

## for Trench Soils Management and Removal

### **ADDENDA**

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

### **CONTACT**

**Prashay Mehta, Associate Civil Engineer**  
(510) 287-1266  
[prashay.mehta@ebmud.com](mailto:prashay.mehta@ebmud.com)

### **RESPONSE DUE**

June 20, 2023  
4:00 p.m. PST

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

**Prashay Mehta, EBMUD**  
[prashay.mehta@ebmud.com](mailto:prashay.mehta@ebmud.com)

*\*Hardcopy proposals will not be accepted*



# EAST BAY MUNICIPAL UTILITY DISTRICT

## RFP for Trench Soils Management and Removal

### TABLE OF CONTENTS

|             |  |           |
|-------------|--|-----------|
| <b>I.</b>   | <b>STATEMENT OF WORK</b> .....                                   | <b>3</b>  |
| A.          | BACKGROUND .....   | 3         |
| B.          | SCOPE .....  | 3         |
| C.          | PROPOSER QUALIFICATIONS .....                                    | 4         |
| D.          | SPECIFIC REQUIREMENTS .....                                      | 4         |
| <b>II.</b>  | <b>CALENDAR OF EVENTS</b> .....                                  | <b>5</b>  |
| A.          | SITE WALK.....   | 5         |
| <b>III.</b> | <b>DISTRICT PROCEDURES, TERMS, AND CONDITIONS</b> .....          | <b>5</b>  |
| A.          | RFP ACCEPTANCE AND AWARD .....                                   | 5         |
| B.          | EVALUATION CRITERIA/SELECTION COMMITTEE .....                    | 6         |
| C.          | PRICING .....  | 7         |
| D.          | NOTICE OF INTENT TO AWARD AND PROTESTS.....                      | 8         |
| E.          | INVOICING .....  | 10        |
| F.          | BONDS .....  | 10        |
| <b>IV.</b>  | <b>RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION</b> ..... | <b>10</b> |
| A.          | DISTRICT CONTACTS .....  | 10        |
| B.          | SUBMITTAL OF RFP RESPONSE .....                                  | 11        |
| C.          | RESPONSE FORMAT .....  | 11        |

### ATTACHMENTS

- EXHIBIT A – RFP RESPONSE PACKET
- EXHIBIT B – INSURANCE REQUIREMENTS
- EXHIBIT C – TRENCH SOILS STOCKPILE SITES & WATER SOURCES
- EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
- EXHIBIT E - GENERAL SERVICES AGREEMENT





## I. STATEMENT OF WORK

### A. BACKGROUND

East Bay Municipal Utility District (“District”) generates soil from pipeline construction and repair projects (Trench Soils) throughout its service area. Trench Soils are soil (sand, silt, and clay) mixed with asphalt, concrete, rock, and pipe pieces that have been generated and stockpiled by the District. The District implements a field management program to identify and segregate clean trench soils from potentially contaminated trench soils. The program consists of a site investigation prior to planned work, collection and analysis of soil, slurry, and groundwater samples when required, and disposal arrangements if necessary. Trench Soils are also screened by the District as they are generated in the field to segregate asphalt and concrete. Trench Soils are transported and stockpiled at three District-Owned Stockpile Sites (DOSSs) - Briones near Orinda, Miller Road in Castro Valley, and Amador in San Ramon (see Exhibit C). Periodically, Trench Soils are removed from the Briones and Miller Road stockpiles when they approached their capacities.

The District is seeking services to manage and remove Trench Soils at the DOSSs.

- The Briones site is located along Oursan Trail off Bear Creek Road near Orinda. The trench soils stockpile covers approximately 300,000 square feet (SF) with an approximate capacity of 564,000 cubic yards (CY). The stockpile is within proximity to both the Briones Reservoir, to the east, and San Pablo Reservoir, to the west.
- The Miller Road site is located on Miller Road in Castro Valley, two miles north of the intersection at Redwood Road. The trench soils stockpile covers approximately 150,000 SF with an approximate capacity of 123,000 CY. San Leandro Creek runs along the west side of the stockpile and is fed from the Upper San Leandro (USL) Reservoir, which is north of the site.
- The Amador site is located east of the intersection of Alcosta Boulevard and Estero Drive in San Ramon. The stockpile covers a roughly 250,000 SF area with an approximate capacity of 65,000 cubic yards.

### B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the general characteristics of the services to be provided. The scope of work is for management of trench soils stockpile sites at Briones and Miller Road. Management of sites include placing soil, screening and disposal of asphalt concrete, construction debris and trash, and providing regular topographic survey of the DOSSs. Scope also includes regular Trench Soil Removal from Briones and Miller Road and one trench soil removal event at

Amador. Removal activities include sampling, screening, loading, hauling, and reuse or disposal of trench soils. The scope also includes a task to sample in-situ trench soils and directly haul trench soils from the project site to an end use site. The full scope of work is given in Exhibit E: General Services Agreement (Exhibit A – Scope of Services).

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

C. 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 management of soil, including experience with: characterizing soil, loading, hauling and reuse/disposal services for at least three (3) years.
- b. Proposer shall have a licensed California Professional Engineer on staff or as part of the team bidding on the project, with a minimum of five (5) years' experience in the geotechnical engineering field.
- c. Proposer, Proposer's principal, Proposer's staff, and any subcontractor hired by Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this Request for Proposals (RFP).

D. SPECIFIC REQUIREMENTS

For Scope of Services and required deliverables, please refer to Exhibit E: General Services Agreement (Exhibit A – Scope of Services).

## II. CALENDAR OF EVENTS

| EVENT                           | DATE/LOCATION   |
|---------------------------------|---|
| RFP Issued                      | May 12, 2023  |
| Site Walk                       | June 1, 2023<br>9:00 am at Briones Site ( <b>Oursan Trail at Bear Creek Road, Orinda</b> )<br>Followed by site walk at Miller Road Site ( <b>Miller Road at Redwood Road, Castro Valley</b> ) |
| Addendum (if necessary)         | June 9, 2023  |
| Response Due                    | June 20, 2023 by 4:00 p.m.  |
| Anticipated Contract Start Date | September 5, 2023   |

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

### A. SITE WALK

Site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view a site, receive documents, etc. necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.

As determined by the District, responses to qualifying bid phase questions will be included in an addendum or addenda.

## 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. 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><br/>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>  |
| <b>B.</b> | <p><b>Relevant Experience:</b><br/>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the members of the Proposer’s project team have experience on similar projects, including experience with soil management, hauling, and sampling?</li> <li>2. Does the Proposer meet the minimum qualifications outlined in Section I.C.?</li> <li>3. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>4. How extensive is the applicable education and experience of the personnel designate to work on the project?</li> </ol> |
| <b>C.</b> | <p><b>References (See Exhibit A – RFP Response Packet):</b><br/>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>D.</b> | <p><b>Contract Equity Program:</b><br/>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.</p>   |

**c. PRICING**

1. Prices quoted shall be firm for the first sixty 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.

Following issuance of the Notice of Intent to Award, the Proposer will be presented with the General Services Agreement (Exhibit E) for their signature. If the Proposer does not

sign the General Services Agreement, the District will proceed 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. INVOICING

For invoicing procedures, please refer to Exhibit E: General Services Agreement (Exhibit E – Payment Terms and Procedures).

F. BONDS

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: General Services Agreement (Exhibit H – Bond Requirements).

**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: Prashay Mehta, Associate Civil Engineer  
EBMUD- Operations and Maintenance Support Department  
E-Mail: prashay.mehta@ebmud.com  
PHONE: (510) 287-1266

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office  
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Prashay Mehta, Associate Civil Engineer  
EBMUD- Operations and Maintenance Support Department  
E-Mail: prashay.mehta@ebmud.com  
PHONE: (510) 287-1266



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 prashay.mehta@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) 287-1266 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. 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, D, E 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. In order for RFP responses to be considered complete, the Proposer must provide responses to all information requested. See Exhibit A – RFP Response Packet for a listing of required documentation.
3. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

### RFP For – Trench Soils Management and Removal

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”
  - EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
  - REQUIRED DOCUMENTATION IN EXHIBIT E – GENERAL SERVICES AGREEMENT INCLUDING:
    - EXHIBIT F- PUBLIC WORKS FORMS
    - EXHIBIT G- CEP FORMS
    - EXHIBIT I- SERVICE RATE SCHEDULE
  
- **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.**
  
- **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.**



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

Prices shall assume that all the trench soils are non-hazardous and can be reused or recycled.

Prices shall include annual escalations.

| NO.                | DESCRIPTION   | QUANTITY                              | UNIT OF MEASURE | UNIT COST                                       | TOTAL COST                                |
|--------------------|---|---------------------------------------|-----------------|---|---|
| 1                  | District Stockpile Site Management  | 1                                     | Lump Sum        | \$ _____  | \$ _____                                  |
| 2                  | Asphalt & Concrete Recycling / Disposal   | 90                                    | Load            | \$ ____/Load                                    | \$ _____                                  |
| 3                  | Construction Debris / Trash Disposal  | 90                                    | Load            | \$ ____/Load                                    | \$ _____                                  |
| 4                  | Trench Soils Removal and Related Activities<br>a. Briones to Destination<br>b. Miller Rd to Destination<br>c. Amador to Destination | a. 550,000<br>b. 100,000<br>c. 10,000 | CY              | a. \$ ____/CY<br>b. \$ ____/CY<br>c. \$ ____/CY | a. \$ _____<br>b. \$ _____<br>c. \$ _____ |
| 5                  | Direct Hauling  | 1                                     | Lump Sum        | \$2,700,000                                     | \$2,700,000                               |
| <b>Grand Total</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 three (3) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. 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 services to be provided during the contract term. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person.
  - (a) **Site Operations**  
Proposer shall describe general concept of site operation including seasonal activities. The descriptions shall include but is not limited to a list of construction equipment, number of staff on site, number of and type of equipment per month, and general work hours.
  - (b) **Site Plan**  
Provide preliminary site plans of the Briones and Miller Road stockpiles based on Exhibit C Figures 2 & 3 showing staging, sorting, screening, and parking areas, as well as areas where District may continue to operate and receive newly generated trench soils.
  - (c) **Beneficial Reuse and Recycling**  
Provide a list of potential trench soils beneficial reuse and recycling facilities or projects, including their location and an estimate of the volume of District trench soils they can accept.



(d) Disposal of Non-Conforming Material

Provide a description of how trench soils that are contaminated or segregated because they cannot be beneficially reused or recycled will be handled and to what facilities they may be disposed of.

(e) Soil Removal Map

Provide a map(s) identifying the routes that will be used for removing trench soils from each potential end use/disposal destinations.

(f) Environmental Management

Provide a description of the approach to actively place newly generated trench soils. Describe the approach to minimizing erosion and runoff, particularly Briones Reservoir, which is impacted by runoff from stockpiles.

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 Schedule:** The RFP response shall include an implementation schedule. The schedule shall address all tasks given in Exhibit E: General Services Agreement (Exhibit A – Scope of Services).
5. **Sustainability Statement:** Proposer 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 shall demonstrate the successful completion of soil management and removal projects of the same quality and manner as that which is described in this RFP. Reference must demonstrate capabilities in soil management and soil removal and related activities.

  - (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. **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.



## REFERENCES

### RFP For – Trench Soils Management and Removal

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

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

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

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

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

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

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



## 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.

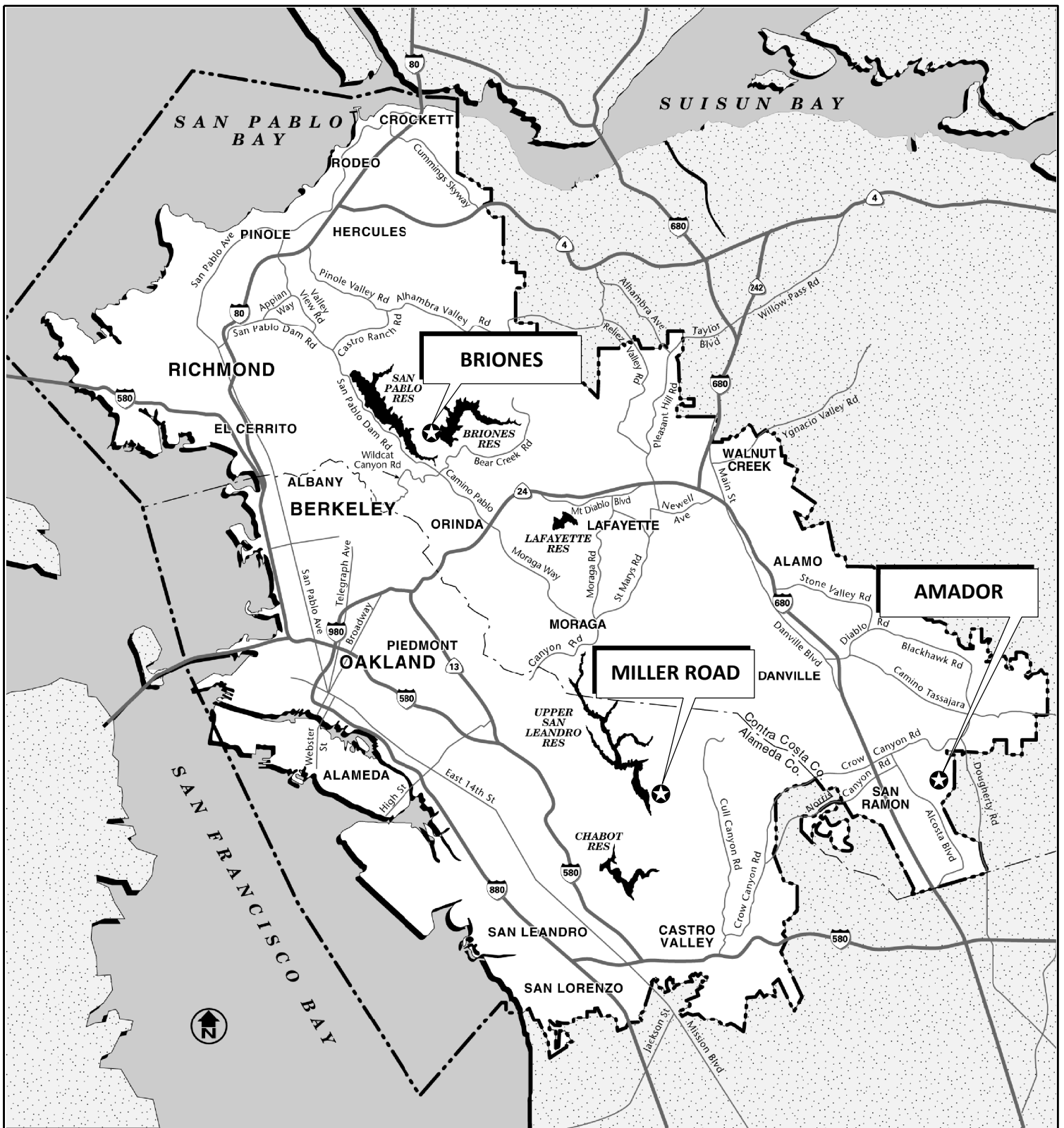
PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in Exhibit E – General Services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



## EXHIBIT C

### TRENCH SOILS STOCKPILE SITES

| Item | Title                             |
|------|-----------------------------------|
| 1    | Figure 1 – Location Map           |
| 2    | Figure 2 – Briones Site           |
| 3    | Figure 3 – Miller Road Site       |
| 4    | Figure 4 – Amador Site            |
| 5    | Figure 5 – Water Source Locations |



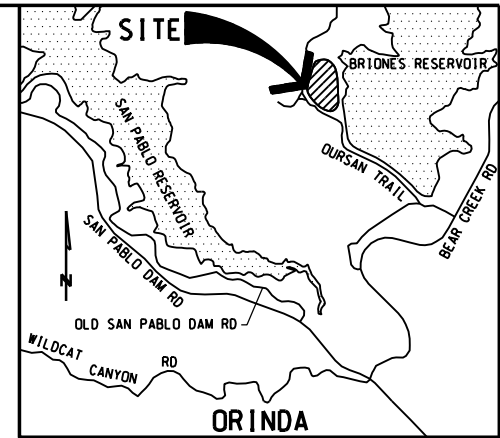
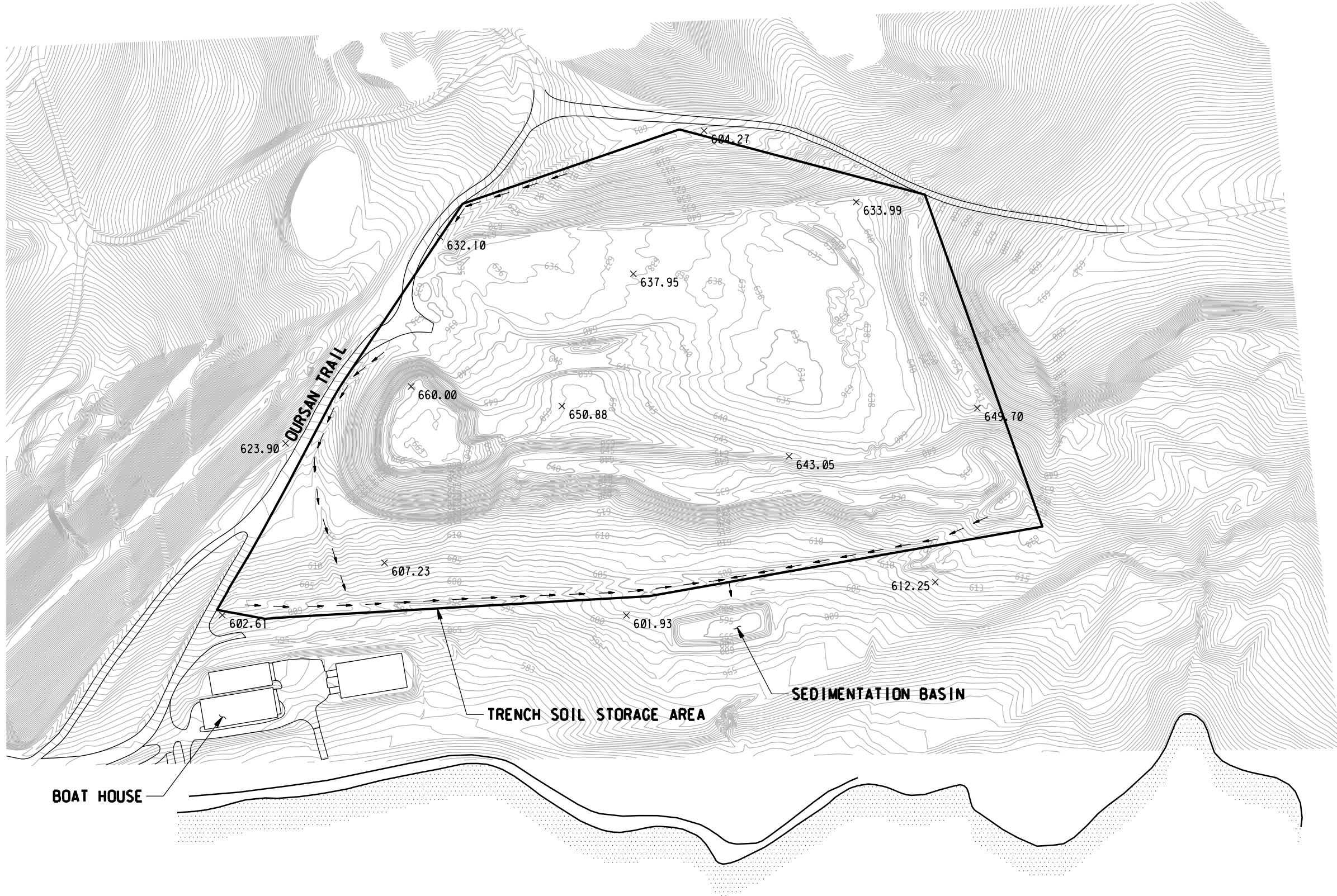
**EAST BAY MUNICIPAL UTILITY DISTRICT**

**EXHIBIT C**

**FIGURE 1**

**TRENCH SOILS STORAGE SITES**

NOT TO SCALE



VICINITY MAP  
N.T.S.

# BRIONES RESERVOIR

PLAN  
1"=80'

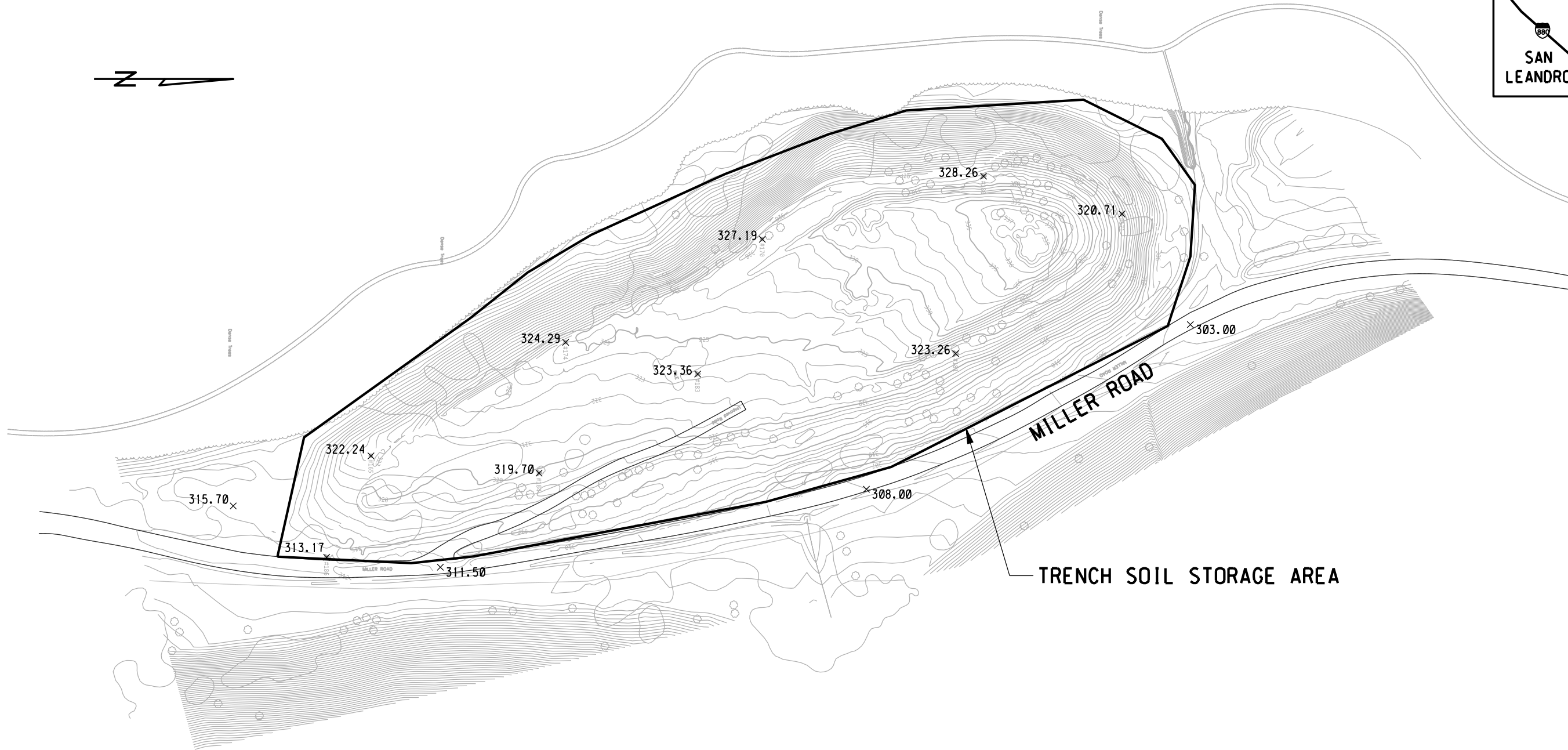
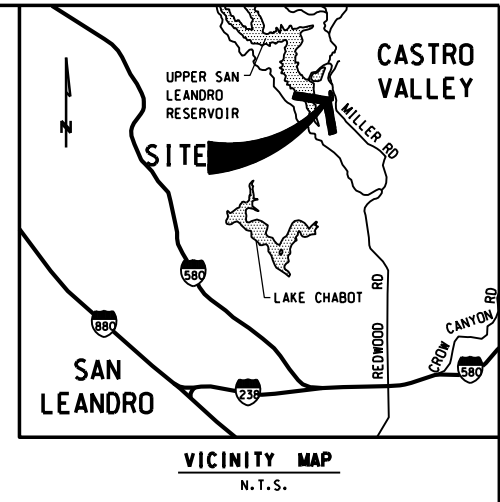
3" ON ORIGINAL DOCUMENT  
0 1 2 3

USER: pqr190  
DATE: 13-APR-2023 13:19  
FILE: H:\sm\scs\Trench\Soil\ssBriones\Site\Figure 2.R00

|                                   |  |          |         |              |
|-----------------------------------|--|----------|---------|--------------|
| DESIGNED BY<br><i>[Signature]</i> | EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |          |         |              |
| DESIGN CHECKED BY                 | BRIONES TRENCH SOILS STORAGE SITE                          |          |         |              |
| DRAWN BY<br>FACILITY DRAFTING     | CONTOUR INTERVAL: 1 FOOT                                   |          |         |              |
| RECOMMENDED:                      | PROJ. NO.  | FIGURE 2 |         | 0            |
| APPROVED:                         | SCALE<br>1"=80'  | DATE     | STRUCT. | DISC. NUMBER |
|                                   |  |          |         | REV.         |

| NO. | DATE | REVISION | BY | REC. | APP. |
|-----|------|----------|----|------|------|
|     |      |          |    |      |      |
|     |      |          |    |      |      |





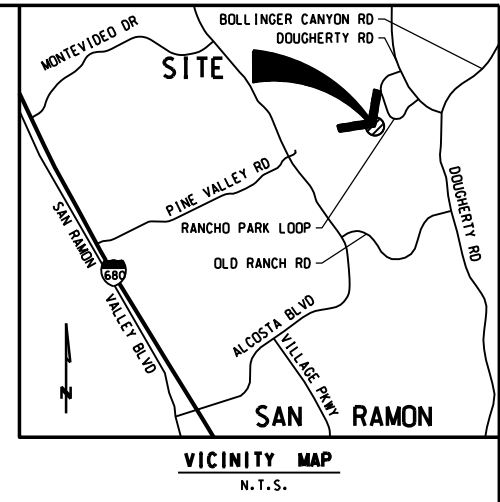
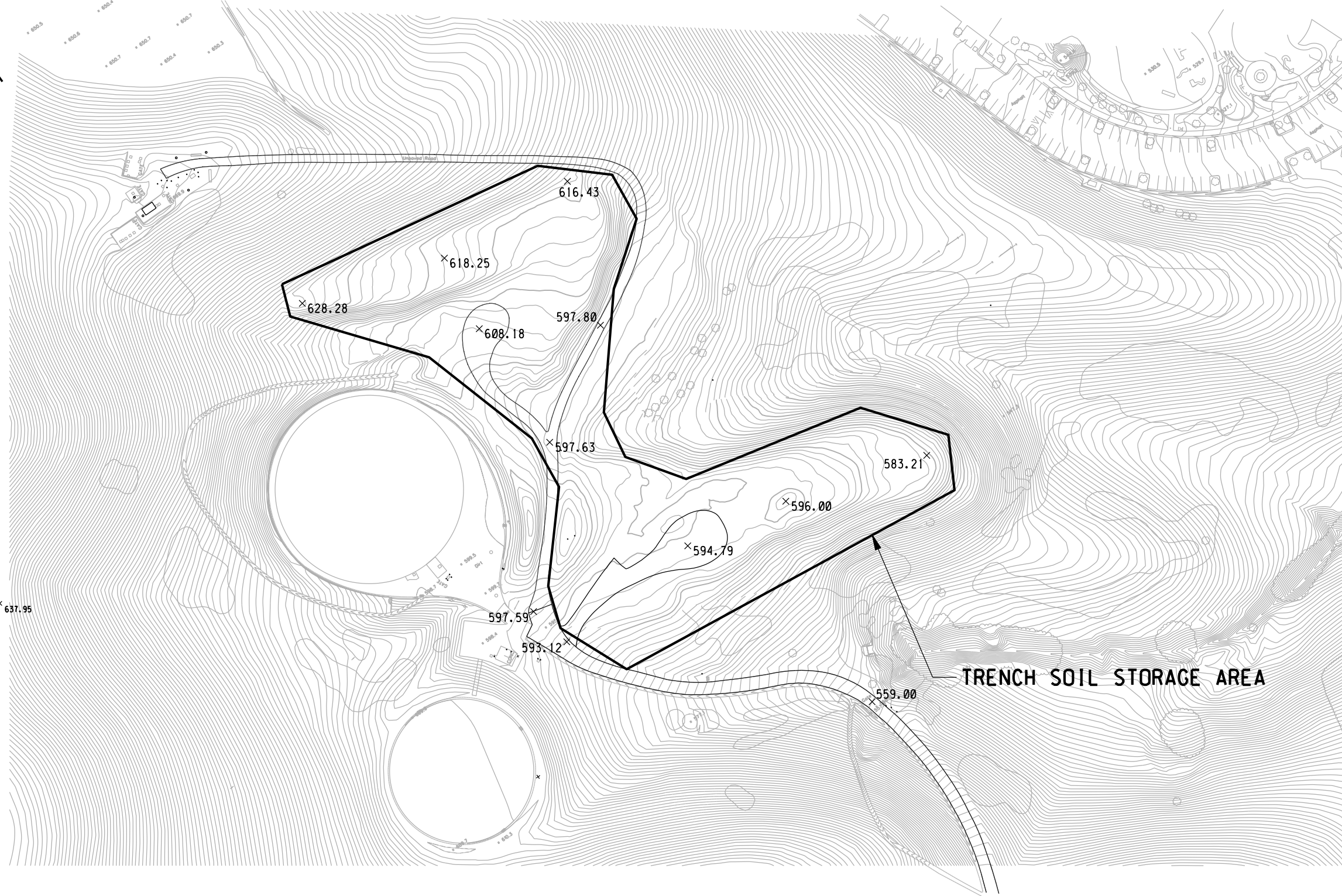
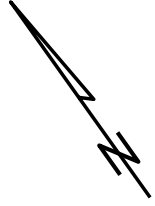
PLAN  
1"=60'



| NO. | DATE | REVISION | BY | REC. | APP. |
|-----|------|----------|----|------|------|
|     |      |          |    |      |      |
|     |      |          |    |      |      |

|                                   |  |          |         |       |
|-----------------------------------|--|----------|---------|-------|
| DESIGNED BY<br><i>[Signature]</i> | EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |          |         |       |
|                                   | MILLER TRENCH SOILS STORAGE SITE                           |          |         |       |
| DESIGN CHECKED BY                 | CONTOUR INTERVAL: 1 FOOT                                   |          |         |       |
| DRAWN BY<br>FACILITY DRAFTING     | PROJ. NO.  | FIGURE 3 |         | 0     |
| RECOMMENDED BY                    | SCALE<br>1"=60'  | DATE     | STRUCT. | DISC. |
| APPROVED BY                       |  |          | NUMBER  | REV.  |

SPEC NO.



PLAN  
1"=60'



| NO. | DATE | REVISION | BY | REC. | APP. |
|-----|------|----------|----|------|------|
|     |      |          |    |      |      |
|     |      |          |    |      |      |
|     |      |          |    |      |      |

|                                   |  |          |         |       |
|-----------------------------------|--|----------|---------|-------|
| DESIGNED BY<br><i>[Signature]</i> | EAST BAY MUNICIPAL UTILITY DISTRICT<br>OAKLAND, CALIFORNIA |          |         |       |
|                                   | AMADOR TRENCH SOILS STORAGE SITE                           |          |         |       |
| DESIGN CHECKED BY                 | CONTOUR INTERVAL: 1 FOOT                                   |          |         |       |
| DRAWN BY<br>FACILITY DRAFTING     | PROJ. NO.  | FIGURE 4 |         | 0     |
| RECOMMENDED:                      | SCALE<br>1"=60'  | DATE     | STRUCT. | DISC. |
| APPROVED:                         |  |          | NUMBER  | REV.  |

USER: pqr190  
DATE: 13-APR-2023 13:08  
FILE: H:\misc\TrenchSoil\AmadorSite\Figure 4.R00



**Figure 5.  
Water Source Locations**

| Site        | Water Source   |
|-------------|--|
| Briones     | 1 ½" hose bib  |
| Miller Road | 1 ½" hose bib  |
| Amador      | Hydrant – Meter required.<br><a href="https://www.ebmud.com/customers/start-or-stop-service/hydrant-meters">https://www.ebmud.com/customers/start-or-stop-service/hydrant-meters</a> |

\*Please note that water from hose bibs is NON-potable water.



Figure 1. Location of hose bib for construction water near Briones site



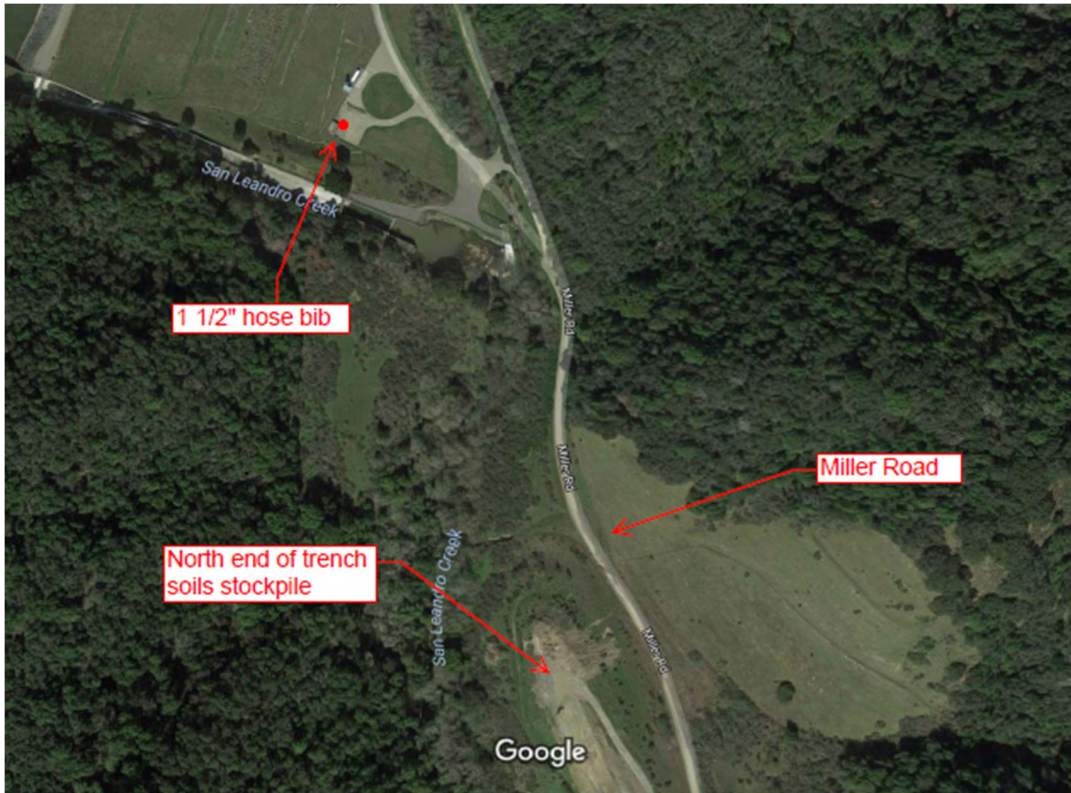


Figure 2. Location of hose bib for construction water at Miller Road



Figure 3. Location of hydrant for construction water near Amador

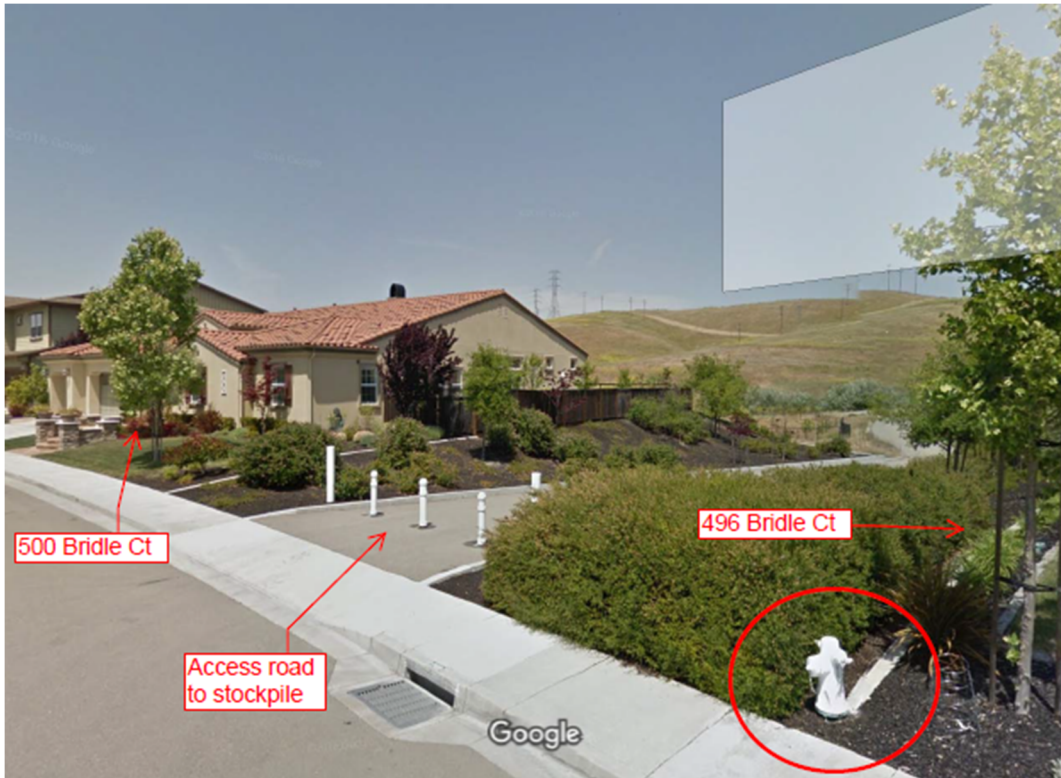


Figure 4. Bollards at end of access road to Amador site  
(Can be lowered during off-haul activities)



# EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

### CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

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

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*

# EXHIBIT E

## EAST BAY MUNICIPAL UTILITY DISTRICT GENERAL SERVICES AGREEMENT

for

### TRENCH SOILS MANAGEMENT AND REMOVAL

This General Services Agreement (“Agreement”) is by and between East Bay Municipal Utility District (“District”), and \_\_\_\_\_ (“Contractor”) (collectively “the Parties”), and shall be for a term of 5 years, effective as of the date of the last signature below.

The District desires to obtain trench soils management and removal services (“the Services”) which are more fully described in Exhibit A to this Agreement; and

Contractor represents and warrants that it is professionally and legally qualified to provide the Services and is willing to provide them to District; and

The District Board of Directors has authorized this Agreement by Motion Number \_\_\_\_\_;

District and Contractor therefore agree as follows:

1. Provision of Services; Contents of Agreement. It is agreed that District retains Contractor to provide the Services, and Contractor accepts such engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by this reference:

|           |   |
|-----------|---|
| Exhibit A | Scope of Services   |
| Exhibit B | General Requirements  |
| Exhibit C | Insurance Requirements  |
| Exhibit D | Security Procedures   |
| Exhibit E | Payment Terms and Procedures  |
| Exhibit F | Public Works Forms  |
| Exhibit G | Contract Equity Program Forms   |
| Exhibit H | Bond Requirements   |
| Exhibit I | Service Rate Schedule   |
| Exhibit J | Project Safety Requirements   |
| Exhibit K | COVID-19 Vaccination and Testing  |
| Exhibit L | Environmental Requirements  |
| Exhibit M | List of District-Approved Treatment and/or Disposal Sites for Various Waste Types |
| Exhibit N | Liquidated Damages  |
| Exhibit O | Video Monitoring and Documentation  |

2. Compensation. The compensation payable to Contractor shall not exceed *Dollar Amount Written Out* (\$ \_\_\_\_\_) for the term of this Agreement. Payment



**EAST BAY MUNICIPAL UTILITY DISTRICT  
STANDARD SERVICE AGREEMENT  
for  
TRENCH SOILS MANAGEMENT AND REMOVAL**

will be made in accordance with Exhibit E (Payment Terms and Procedures) to this Agreement.

3. Independent Contractor.

- a. Contractor is an independent Contractor and not an employee of District. Contractor expressly warrants that it will not represent that it is an employee or servant of District. Contractor is retained to render services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. It is agreed by the Parties that Contractor, in the performance of its obligations under this Agreement, is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished, and not the means, methods, or sequence used by the Contractor for accomplishing the results.
- b. It is further understood and agreed that as an independent contractor and not an employee of the District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of the District in any capacity whatsoever as agent, nor to bind the District to any obligation whatsoever. Contractor shall not be covered by the District's worker's compensation insurance; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

4. Notices.

Any notice from District to Contractor shall be directed to:

(contractors firm's name)

(address)

Attention: (contact, usually the contractor's project manager)

Email: (contact's email)

Any notice from Contractor to District shall be directed to:

East Bay Municipal Utility District

375 11th Street, MS 704

Oakland, CA 94623-1055

Attention: Prashay Mehta, Associate Civil Engineer

Email: prashay.mehta@ebmud.com



Personal delivery or mailing with receipt of acceptance shall constitute a good, sufficient and lawful notice.

5. Insurance. Contractor shall take out and maintain during the life of the Agreement all of the insurance required, as set forth in Exhibit C (Insurance Requirements) to this Agreement. Contractor shall not commence work until such insurance has been approved by District. Acceptance of the certificates shall not relieve Contractor of any of the insurance requirements, nor decrease the liability of Contractor.
6. Contract Equity. Contractor expressly agrees that this Agreement is subject to District's Contract Equity Program ("CEP"). Contractor is familiar with the District's CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. Contractor understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. Contractor further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
7. Non-Discrimination.
  - a. **Contractor 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.**
  - b. Contractor shall include the bolded nondiscrimination provisions above in all subcontracts. Contractor shall not establish or permit any such discrimination. Contractors determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
8. Entire Agreement; Modification; Governing Law. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this agreement. This Agreement may only be modified by amendment in writing signed by each party. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
9. Authority; Effective Date. Each party executing this Agreement warrants that he or she has authority to enter into this Agreement on behalf the party for whom he or she signs. This Agreement shall become effective as of the date of the second signature.

The Parties intending to be legally bound now execute this Agreement on the dates noted below.

- 10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

CONTRACTOR

DISTRICT

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Contractor's California License No. \_\_\_\_\_

Approved as to Form:

Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

By: \_\_\_\_\_  
for the Office of General Counsel

**EXHIBIT A**

**East Bay Municipal Utility District  
Trench Soils Management and Removal**

**SCOPE OF SERVICES**

**I. CONTRACTOR SERVICES**

"Trench Soils" is defined as soil (sand, silt, and clay) mixed with asphalt, concrete, rock, and pipe pieces. Trench Soils result from the District’s construction, pipeline replacement, and pipeline repair activities. Trench Soils are transported and stockpiled at three District-Owned Stockpile Sites (DOSSs) - Briones near Orinda, Miller Road in Castro Valley, and Amador in San Ramon.

Hours Of Work

| <b>Task</b> | <b>Description</b>                         | <b>Typical Work Hours</b>  |
|-------------|--|--|
| 1           | District Stockpile Site Management         | <ul style="list-style-type: none"> <li>7:00 am to 3:30 pm, Monday through Friday excluding District holidays.</li> </ul>   |
| 2           | Trench Soil Removal and Related Activities | <ul style="list-style-type: none"> <li>9:00 am to 4:00 pm, Mondays through Fridays when schools along haul routes are not in session. District holidays excluded.</li> <li>9:00 am to 3:00 pm Mondays through Fridays when schools along haul routes are in session. District holidays excluded</li> </ul> |
| 4           | Direct Hauling                             | <ul style="list-style-type: none"> <li>7:00 am to 3:30 pm, Mondays through Fridays excluding District holidays.</li> </ul>   |

Without the written consent of the District, work activities shall not be performed outside the hours described above, or on Saturdays, Sundays, or District holidays.

District holidays are:

- New Year’s Day
- Martin Luther King Day (3rd Monday in January)
- Lincoln's Birthday
- Washington's Birthday (3rd Monday in February)
- Cesar Chavez’s Birthday
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- Veteran's Day
- Thanksgiving Day and following Friday
- Christmas Day
- Day after Christmas

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

- a. Day after Christmas Exception:
  - i. When the Day after Christmas falls on a Saturday, the Day after Christmas holiday shall be observed on the following Monday.
  - ii. When the Day after Christmas falls on a Monday, the Day after Christmas holiday shall be observed on the following Tuesday.

Work activity of any kind by Contractor shall comply with the requirements of Exhibit B-General Requirements, Article 13. Hours of Labor.

Contractor shall provide all necessary labor, supervision, equipment, and materials to complete the following tasks:

### **TASK 1 – District Stockpile Site Management**

#### **A. District Stockpile Site Management**

- a. Contractor shall maintain staff and equipment at the Briones stockpile site full time (i.e., Mondays through Fridays, 8 hours per day, excluding District holidays) and shall mobilize staff and equipment to the Miller Road stockpile site as mutually agreed upon to complete the following activities:
  - i. Maintain clearly marked area for continued District use to deliver newly generated Trench Soils at the Briones and Miller Road stockpile sites.
  - ii. Screen delivered Trench Soils using an excavator screening bucket to remove and segregate debris when feasible (e.g., when Trench Soils are dry enough to be run through a screening bucket).
  - iii. Segregate the debris (including but not limited to asphalt, concrete, or trash) screened from the Trench Soils and recycle or dispose of the material. A list of District-approved disposal sites for various waste types is given in Exhibit M.
  - iv. Place Trench Soils in stockpiles while minimizing disturbance of existing vegetation. Contractor shall compact the Trench Soils at a minimum by track walking with equipment and shall ensure that stockpiled Trench Soils are sloped no steeper than 2:1.

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- v. Contractor shall coordinate its activities at the stockpile sites with District personnel to allow continued, unobstructed access and use of the stockpile sites by District so as not to impede ongoing District operations.
- vi. Contractor shall not disturb or place soil outside of existing footprint of stockpile sites.
- vii. Contractor shall maintain site specific speed limits at all stockpile sites.
- viii. Contractor shall create and maintain any roadways within the stockpiles as necessary to access the Contractor's active operations areas (e.g., staging, parking, sorting, screening excavation, etc.). The Contractor's roadways within the stockpiles shall be accessible from the District's existing access roads to each stockpile site.
- ix. Access roads at each stockpile site created and maintained by Contractor that lead to active operations areas and to areas for ongoing District Trench Soils deliveries shall be at a slope of less than or equal to 10%. District will maintain the existing access roads on District property outside of the Briones and Miller Road stockpile sites .
- x. Pedestrians, equestrians, hikers, boating crews, cyclists, and other contractors may be using the District's property or present in the vicinity. For example, pedestrians and cyclists frequently use Bear Creek Road near the Briones stockpile for access to the hiking and biking trail in the watershed lands. Contractor shall yield to the pedestrians and cyclists and shall exercise caution and perform the Services under this Agreement in a professional manner to allow all users of the District's property to operate efficiently.
- xi. California red-legged frogs, Western Pond turtles, and Alameda whipsnakes are regularly observed near the Briones and Miller Road sites. Contractor and their onsite staff shall attend one species awareness training by the District prior to the start of work.
- xii. Contractor shall be responsible for maintaining the staging area in a neat and safe condition and shall prevent any contamination of the sites from gasolines, oils, etc. from Contractor's operations. Materials which are hazardous or could contaminate the sites including gasoline, oils or lubricants shall not be stored at the sites. Contractor shall inform District and shall cleanup any and all contamination of the site resulting from Contractor's operations. Contractor shall prepare a Spill Prevention Plan and Emergency Response Plan and submit to District for review and approval prior to the start of earthwork activities; the plan shall designate an on-site employee responsible for implementation and include anticipated equipment needs including use of spark arresters on exhaust systems, and emergency response procedures of hazardous material releases (e.g., gasoline, oils etc.). District reserves

## EXHIBIT E: GENERAL SERVICES AGREEMENT

the right to review and approve the amount of materials and equipment stored at the site.

- xiii. Contractor shall be responsible for preparing health and safety plans and reports described in Exhibit J - Project Safety Requirements.
- xiv. Contractor shall conduct operations to comply with local ordinances and anti-pollution laws. Contractor shall not:
  - Burn or bury rubbish and waste materials on project site;
  - Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains;
  - Dispose of wastes into streams or waterways
- xv. Should Contractor not remove Contractor generated rubbish or debris or not clean the site as specified above, District will provide written notice. If Contractor does not implement a remedy, District reserves the right to have the cleaning done at the sole expense of the Contractor.
- xvi. Contractor shall only place material and equipment, including portable toilets, required to complete the Services at each stockpile site. Ongoing maintenance and periodic repair of equipment at the stockpile sites, if necessary, shall be limited to routine minor maintenance.
- xvii. Contractor shall be responsible for the security of the Contractor's materials and equipment at the stockpile sites

### B. Topographic Surveys

- a. Following the notice to proceed, Contractor shall complete quarterly topographic surveys of the Briones and Miller Road stockpiles. Topographic surveys shall be completed annually at the Amador stockpile site.
- b. Contractor shall use ground control points supplied by District to form the horizontal and vertical basis for the topographic survey. The horizontal ground control is based on the North American Datum of 1983, NAD83, (NSRS) Epoch 2011.00. The coordinate projection system is the California Coordinate System of 1983, (CCS83), Zone 3 and the units are US Survey Feet. The vertical ground control is the National Geodetic Datum of 1929 (NGVD29).
- c. The surveys shall provide topographic data at 1-foot contour intervals. Contractor shall use the collected survey data to: (1) confirm that stockpile slopes are no steeper than 2:1, (2) identify areas where Trench Soils have been placed; and (3) estimate the volume of imported and placed Trench Soils. Contractor shall provide the following to

## EXHIBIT E: GENERAL SERVICES AGREEMENT

the District: (1) survey data in a digital format, either an AutoCAD Civil 3D file or Micro-Station DGN file; and (2) a point export file of survey shots in Point Number, Northing, Easting, Elevation and Description format.

- d. Drone topographic survey methods meeting the requirements of this section shall be submitted to the District's project manager for review and approval before Contractor's use.

### D. Project Management

- a. Contractor shall manage efforts of the project team members and subconsultants, assign personnel, delegate responsibilities, review work progress, and direct the work to ensure its satisfactory completion of the services specified herein on schedule and within budget.
- b. Records: Contractor shall maintain transportation, reuse, recycling and disposal records and fees. Records shall include any necessary documentation for regulated fill, non-hazardous waste, and debris along with any other materials, in compliance with applicable Federal, State and City regulations. Contractor shall provide such records to the District upon request.
- c. Progress Reports: Contractor shall implement cost accounting and provide monthly progress reports and invoices to the District's Project Manager. Monthly progress reports shall include a summary of weight of other materials (e.g., recyclables) removed from the stockpile sites.

### **TASK 1 Deliverables:**

- Monthly Progress Reports -One (1) electronic copy to accompany monthly invoices.
- Per the requirements of Exhibit J - Project Safety Requirements
  - Project Safety and Health Plan
  - Excavation Safety Plan
  - Confined Space Operating Procedures
  - Fall Protection Procedures
  - Accident Reports
  - Equipment Safety and Operations
  - Emergency Response Plan
- Per the requirements of Exhibit L – Environmental Requirements

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- Non-Stormwater Discharges Plan
- Spill Prevention and Response Plan
- Dust Control and Monitoring Plan
- Hazardous Waste Manifests
- Sampling and Analysis Plan
- Analytical Test Results
- Tuneup Logs

### **TASK 2 – Trench Soils Removal and Related Activities**

#### **A. Identify End-Use Options**

- a. Contractor shall be aware of local projects requiring soil and identify cost-effective beneficial reuse, recycling, and disposal options for the District's trench soils which may include but are not limited to beneficial reuse as fill, recycling, reuse as landfill alternative daily cover, and/or disposal at a landfill.
- b. Contractor shall identify options that include environmental benefits (e.g., minimize greenhouse gas emissions associated with trucking) and social benefits (e.g., use of trench soils for environmental restoration).
- c. Landfill daily cover is a less preferred reuse option over other options that provide greater environmental and social benefits. Landfill disposal is the least preferred option, except when contamination prohibits reuse and recycling options.
- d. Contractor shall give greater priority to local projects where District Trench Soils can be reused.
- e. Contractor may consider other sites for recycling materials such as asphaltic concrete and Portland cement concrete which may be separated from Trench Soils by the Contractor.

#### **B. Sampling**

- a. Contractor acknowledges that the District follows protocols to ensure that the trench soils transported to the stockpile sites do not exhibit contamination and that the District does not routinely sample the trench soils and makes no warranty as to the quality, suitability, condition or fitness of the trench soils for a particular purpose.
- b. Prior to off-haul of any Trench Soils, Contractor shall (i) provide District with a Sampling and Analysis Plan(s) for each stockpile site, (ii) perform testing on the Trench Soils as appropriate to meet the requirements of the end-use site(s), and (iii)



EXHIBIT E: GENERAL SERVICES AGREEMENT

provide the District with a written report of the results of the testing that includes the sampling chain of custody form as well as the laboratory report. The sampling is to be conducted with District oversight.

- c. Contractor shall not off-haul any Trench Soils that fail to meet the Non-Hazardous Waste Criterion or that Contractor otherwise has reason to believe is contaminated or contains Hazardous Waste, including asbestos containing material. "Non-Hazardous Waste Criterion" means that the material is below Federal and State hazardous waste thresholds. "Hazardous Waste" means material that is a hazardous waste, as defined in California Health and Safety Code (HSC) Section 25117.

C. Soil Removal

- a. Contractor shall remove a minimum of Trench Soils from District stockpile sites on the schedule provided in the following table:

| <b>Contract Year</b> | <b>Approximate Months of Soil Removal</b> | <b>Site</b> | <b>Approximate Volume of Trench Soils to Remove (CY)</b> |
|----------------------|---|-------------|--|
| 1                    | April – August                            | Briones     | 150,000  |
| 2                    | June - August                             | Miller Road | 50,000   |
| 3                    | April – August                            | Briones     | 200,000  |
| 4                    | June - August                             | Miller Road | 50,000   |
| 5                    | April – August                            | Briones     | 200,000  |
| Once                 | To Be Determined                          | Amador      | 10,000   |

- b. The final schedule of each trench soil removal project shall be mutually agreed upon prior to the start of the project.
- c. Contractor shall document the conditions of the haul route prior to each Trench Soil removal project per the specifications given in Exhibit O – Video Monitoring and Documentation.
- d. Contractor shall provide Soil Removal Plan(s) for each stockpile site for District review and approval at least 20 working days prior to start of the activities described under Exhibit A, Section I, Task 2, C and D. The District reserves the right to reasonably modify the Soil Removal Plan(s) at any time, based on site specific

## EXHIBIT E: GENERAL SERVICES AGREEMENT

conditions identified during sampling or off-haul activities. The Soil Removal Plan(s) shall at a minimum include the following information:

- A Communications Plan identifying the main points of contact for Contractor and District;
  - A Site Plan showing, at a minimum, excavation area including, staging, sorting and screening, parking, and areas for continued District use to store newly generated Trench Soils;
  - A Grading Plan showing interim grading during off-haul activities and final grading upon completion of off-haul activities, including erosion and sedimentation controls;
  - Soil removal schedule;
  - Traffic Signage Plan indicating the location of Contractor's temporary traffic safety signs at least one radar feedback signs along haul route. Contractor shall also procure and install signage per the plan.
  - A description of how Contractor will track truckloads of material, including recording volume of soil in each truck, number of trucks loaded, and destination of trucks; and
  - End-use facility(ies) information including site/facility name, address, point of contact name and telephone number, haul route to facility(ies), description of facility and how Trench Soils will be used (e.g., reused, recycled, or disposed)
- e. Contractor shall sort and screen asphalt, concrete and other debris from Trench Soils, as appropriate based on end-use. Sorting and screening are intended to remove particles greater than 4-inches in diameter. These segregating activities can be done at the District stockpile sites.
- f. Contractor shall load and transport sorted and screened Trench Soils to the final end-use site(s).
- g. Contractor shall load and transport asphalt and concrete, as directed by the District, to a recycling facility.
- h. Contractor shall only dispose of Trench Soils at a landfill after issuance of an approved Change Order, per Exhibit B - General Requirements.

### D. Soil Removal Site Operations

- a. All truck loads removing soil from stockpile sites shall be covered.

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- b. Truck haulers shall be prohibited from queuing, idling, or parking on roadways local to stockpile sites, including highway on-ramps and off-ramps.
- c. Truck haulers shall not be allowed on local roads prior to the start of work hours listed in this Agreement.
- d. Prior to off-hauling, Contractor shall install and maintain a wildlife exclusion fencing around the stockpile area at Briones and Miller Road for at least the duration of off-hauling. Fencing shall be E-Fence by ERTEC Systems or approved equal.
- e. Briones dam road traffic is restricted to a single lane at any given time. Contractor shall not idle on the dam and shall only allow one truck at a time to be driving over the dam. Contractor shall provide flaggers to direct traffic along the dam road.
- f. Contractor shall at all times maintain areas covered by this Agreement and public properties free from accumulations of waste, debris, and rubbish caused by off-haul and related activities.
- g. Contractor shall deploy street sweeping services at least weekly near the end of the workday on Fridays to clear debris on portions of the haul route affected by off-haul operations.
- h. Contractor shall promptly correct any deviations from the work restrictions of this Agreement once observed by the Contractor or notified by the District or a District representative. Contractor shall provide written notification of the corrective actions taken within two working days of receipt of the District's notification of the deviation from the work restrictions.
- i. Upon completion of soil removal work at each stockpile site, Contractor shall remove all construction equipment and uninstalled materials (e.g., straw bales, silt fences, etc.).

### E. Permits

- a. Contractor shall certify that all proposed transporter(s), transfer station(s), end-use facilities, and disposal facilities have the requisite licenses and environmental permits. Contractor shall, upon request, provide evidence of such compliance to the District.
- b. Contractor 's transporter(s) shall comply with all applicable requirements for the transportation of regulated or recyclable material to the destination facility.
- c. Contractor is responsible for obtaining all necessary operational permits required to complete the Services and maintain and provide records required to comply with all applicable federal, state and local rules, regulations, standards and protocols throughout the duration of the Agreement.

### F. Project Management

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- a. Records: Contractor shall maintain transportation, reuse, recycling and disposal records and fees. Records shall include truck tags which indicate the volume (CY) of Trench Soils removed from the District stockpile sites (per truck), the end use and destination, and the hauling mileage. Records shall also include any necessary documentation for regulated fill, non-hazardous waste, and debris along with any other materials, in compliance with applicable Federal, State and City regulations. Contractor shall provide such records to the District upon request.
- b. Soil Removal Progress Reports: Contractor shall implement cost accounting and provide monthly progress reports and invoices to the District Project Manager. Monthly progress reports shall include a summary of the volume of Trench Soils and weight of other materials (e.g., recyclables) removed from the stockpile sites. Include any receipts and tickets from end-use sites.
- c. Kickoff Meeting: Contractor shall meet with District to discuss the Scope of Services, project schedule and project objectives and requirements. This meeting will ensure that Contractor and District are in complete agreement on the project goals, deliverables, schedule, and technical approach.
- d. Monthly Planning/Progress Meetings: Contractor shall meet with the District Project Manager monthly to discuss progress and planning. Additionally, during soil removal events at the Briones stockpile, Contractor shall meet, at a minimum monthly, with the Contractor for the Orinda Water Treatment Plant Disinfection Improvements Project to coordinate construction activities.
- e. One soil removal completion meeting shall be held following completion of each soil removal project at each stockpile site.

### **TASK 2 Deliverables:**

- Sampling and Analysis Plan(s) for each stockpile site
- Soil Removal Plan(s) for each stockpile site
- Transportation, reuse, recycling and disposal records and fees.
- Requirements of Exhibit O- Video Monitoring and Documentation
- Monthly Soil Removal Progress Reports -One (1) electronic copy to accompany monthly invoices.

### **TASK 3 – Environmental Management**

#### **A. SWPPP/BMPs**

- a. Contractor shall adhere to the District’s Storm Water Pollution Prevention Plan (SWPPP) for each stockpile site in accordance with requirements for Risk Level II site projects of the National Pollutant Discharge Elimination System (NPDES) General

## EXHIBIT E: GENERAL SERVICES AGREEMENT

Permit for Storm Water Discharges Associated With Construction and Land Disturbance Activities Order No. 2010-0014-DWQ NPDES No. CAS000002 ("the CGP"). All three stockpile sites are currently covered under one SWPPP: WDID# 2 07C320439, 2 07C320440, 2 01C320442.

- b. Contractor shall complete and submit a SWPPP required weekly inspection checklist for Briones and Miller Road. The inspection checklist will to be provided by the District. During the wet weather season, weekly inspections may be supplemented with wet weather inspections performed by the District. All other SWPPP inspections will be conducted by District.
  - c. Contractor shall assist the District with maintaining the established best management practices (BMPs) while maintaining the stockpile slopes and drainage. District will maintain the SWPPP and implementation of new BMPs at each stockpile site.
  - d. Contractor shall direct all runoff from stockpile sites through BMPs. Any runoff leaving the stockpile sites shall meet or exceed SWPPP Numeric Action Levels (NALs) for turbidity and pH, currently a maximum of 250 NTU and between pH 6.5 - 8.5, at any time.
  - e. In the event that turbidity of runoff exceeds maximum turbidity NALs of the SWPPP or if the District determines that runoff from the sites is detrimentally impacting the treatability of water in District reservoirs, Contractor shall take immediate action. Contractor shall provide a single point of contact for District staff for such event and shall be available to meet with District staff upon request to determine and implement adaptive BMPs.
  - f. Contractor shall shape the stockpile area to increase stability and slow down the velocity of surface runoff on the slopes by using shaping measures such as benches and/or or building out the toe of the slopes. Contractor shall ensure that any remaining stockpiled Trench Soils are sloped no steeper than 2:1.
- B. Contractor shall prepare and implement a site-specific Dust Control and Monitoring Plan for each stockpile site. The plan shall address active construction areas and existing unpaved access roads and shall meet the requirements of Exhibit L (Environmental Requirements).
- C. If District determines that a violation of the environmental permit conditions requires that an action be immediate or taken immediately Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to District and in accordance with applicable regulatory requirements.

### **TASK 3 Deliverables:**

- Dust Control and Monitoring Plan

### **TASK 4 – Direct Hauling**

## EXHIBIT E: GENERAL SERVICES AGREEMENT

The District shall instruct the Contractor in advance to perform the following for a pipeline replacement project(s) deemed appropriate by the District.

### A. In-Situ Sampling of Trench Soils

#### a. Fieldwork Preparation

- i. At least 60 calendar days before Contractor begins sampling, District shall:
  1. Provide Contractor electronic drawings of the District's pipeline replacement project
  2. Provide Contractor notice to begin sampling
- ii. For each project, Contractor shall provide the District with a Sampling and Analysis Plan (SAP) at least 7 working days before the project alignment is sampled. The SAP shall include:
  1. Sampling schedule, including result turnaround time
  2. Drawings with the sampling locations
  3. Name of laboratory where samples will be analyzed
  4. End-use facility(ies) information including:
    - a. Site/facility name
    - b. Address
    - c. Point of contact name and telephone number
    - d. Haul route to facility(ies)
    - e. Description of facility
    - f. Trench soils purpose (e.g., reused, recycled, or disposed).
- iii. Contractor shall provide adequate notification to Underground Service Alerts prior to the start of fieldwork.
- iv. Contractor shall prepare Traffic Control Plans for each project for inclusion in Contractor's permit applications.
- v. Contractor shall obtain and pay for all necessary permits including but not limited to encroachment permits required to complete the Services and maintain and provide records required to comply with all applicable federal, state, and local rules, regulations, standards and protocols throughout the duration of the Agreement.

## EXHIBIT E: GENERAL SERVICES AGREEMENT

### b. Fieldwork

- i. Contractor shall perform in-situ sampling of trench soils using a direct push method or other method to obtain in-situ sampling of trench soils along District pipeline alignments.
  - i. A four-point composite sample shall be collected for each 1,000 feet of pipeline alignment unless the end use facility requires fewer samples.
  - ii. A minimum of four samples per day shall be collected.
- ii. Contractor shall provide all necessary traffic control during fieldwork.
- iii. Contractor shall restore surfaces damaged or removed during fieldwork.

### B. Laboratory Analyses

- a. Contractor shall deliver soil samples on ice, with chain of custody, to a certified laboratory for analysis.
- b. Contractor shall perform testing on the trench soils as appropriate to meet the requirements of the end-use site(s). Including any additional analysis required such as those in accordance with Toxicity Characteristic Leaching Procedure (TCLP) or Soluble Threshold Limit Concentration (STLC).
- c. Contractor shall provide the District with a written Soils Test Report on the results of the soil testing, including the sampling chain of custody form as well as the laboratory report.

### C. Hauling to End Site

- a. Contractor shall provide dump trucks and shall load and transport sorted and screened trench soils to the final end-use site(s).
- b. Contractor shall sort and screen asphalt, concrete and other debris from trench soils, as appropriate based on end use. Sorting and screening are intended to remove particles greater than 4-inches in diameter.
- c. Contractor shall load and transport asphalt and concrete, as directed by the District, to a recycling facility.
- d. All truck loads transporting trench soils shall be covered.
- e. The District shall conduct spot checks on Contractor's truck operator at any time and at any location for the following:
  - a. Possession of District access badges

## EXHIBIT E: GENERAL SERVICES AGREEMENT

- b. Possession of drivers licenses, registration, certifications, and required insurance documentation
- c. Proper personal protective equipment (PPE)
- d. Safe operating condition of the vehicle
- e. Safe operation of District equipment. The District may require drivers to retest on the ability to use our equipment at any time.
- f. The District reserves the right, at any time during the term of the agreement, to re-request any of the required documentation or to ask that drivers demonstrate their proficiency on equipment which they will operate in the performance of their duties for the District.
- g. Upon the arrival at a jobsite for the first time, operators shall:
  - Show security badge to Supervisor/Foreman for proper identification
  - Provide a copy or documentation of the most current 90 day tag on the truck(s) they will be using
  - Exchange phone numbers with Supervisor/Foreman
  - Have proper PPE's (Vest, Hard Hat and Steel Toe Boots)
  - Have key to operate equipment to load truck with backfill materials
- h. Travel time to the initial job, equipment move time, operators and equipment break down, lunch, and inclement weather will not be paid time. Paid time shall be from the first and/or last point of business.
- i. For unplanned work stoppage, operators shall be paid two hours reporting time or actual hours worked, whichever is greater (i.e. the rental is not cancelled and shows up at the jobsite, but is not used).
- j. Partial days may be required, or if a job is cancelled for other than operator's equipment breakdown, the District will pay a two hour minimum or actual hours worked, whichever is greater (i.e. once the rental is on site and used at all).
- k. Workday is eight hours. Lunches and breaks shall be taken in conjunction with District crew schedules.
- l. Overtime shall be paid at the standard hourly rate.
- m. Operator's equipment shall meet all DOT, CHP, DMV and OSHA and all other applicable regulations and requirements, comply with the Basic Inspection of Terminals program, and include parking reflectors, backup alarms, headlights, and fire extinguishers. Trucks shall have three separate gates to deliver material. Equipment



## EXHIBIT E: GENERAL SERVICES AGREEMENT

shall be in good repair and have no excessive leaks. The District reserves the right to reject any equipment arriving at a jobsite with obvious safety defects or deficiencies.

- n. Operators shall be journeyman level, highly productive and willing to work “as directed”. This includes operating District owned equipment, specifically both an articulated loader and a backhoe loader. At most of the District’s sites, operators may be expected to load rock or sand into their trucks and are expected to be able to operate District equipment and have their own keys. By performing under these guidelines, operator is acknowledging they are trained and able to use this equipment and accept liability for its use.
- o. Operators shall possess a valid, unrestricted Class A or B driver’s license with endorsement for air brakes and have a satisfactory driving record. Operators shall have a minimum of one year experience in work involving the regular operation of trucks having at least 3 axles and a gross vehicle weight of more than 26,000 pounds. In addition to a satisfactory driving record, drivers may be required to submit employment history of any commercial driving experience over the prior ten (10) years. Please note training new drivers during District employment is not allowed. Any person or passenger accompanying the driver shall comply with all safety requirements and be covered by the individual operator’s insurance. Operators shall obtain District photo IDs and access cards on their own time prior to being placed on the active list. Dates and times for badging operations can be obtained from the District’s Security Operations, (510) 287-0804.
- p. All operators shall be compliant with CAL-OSHA flagging training requirements per Title 8, Section 1599 of the California Code of Regulations. Proof of such training shall be provided to the District upon request.
- q. Operators shall provide and wear all Personal Protective Equipment (PPE), which at a minimum will consist of hardhat, reflective vest, steel toed safety boots, and hearing protection.
- r. Contractor is responsible for securing and returning the District’s access badges that are no longer needed. The project manager should be notified immediately on any staffing changes or lost/stolen badges so that the District can deactivate the badges as soon as possible. Badges shall not be shared for any reason.
- s. Failure to comply with District requirements will result in warning letters, short term suspension, long term suspension, and termination or a combination of all of these depending on the severity of the infraction or frequency of infraction.
- t. All operators shall obtain a District access badge and comply with the rules governing their issuance.
- u. Brokered trucks and sub-haulers are not to be used to service District requirements primarily due to the badging requirements and direct contractual requirements by the District. Brokers and sub-haulers may be used if they can meet the District’s badging, contract, and insurance requirements.

## EXHIBIT E: GENERAL SERVICES AGREEMENT

### D. Project Management

- a. Contractor shall manage efforts of the project team members and subconsultants, assign personnel, delegate responsibilities, review work progress, and direct the work to ensure its satisfactory completion, on schedule and within budget.
- b. Records: Contractor shall maintain transportation, reuse, recycling and disposal records. Records shall include truck tags which indicate the volume (CY) of trench soils removed from the job sites (per truck), the end use and destination, and the hauling mileage. Records shall also include any necessary documentation for regulated fill, non-hazardous waste, and debris along with any other materials, in compliance with applicable Federal, State and City regulations. Contractor shall provide such records to the District upon request.

#### **TASK 4 Deliverables:**

- Sampling and Analysis Plan
- Soils Test Report
- End Use Location of Hauled Trench Soils
- Transportation, reuse, recycling and disposal records and fees

## II. **DISTRICT RESPONSIBILITIES**

- A. For Tasks 1 through 3, District will provide Contractor access to the stockpile sites. District reserves its rights to access the stockpile sites to continue stockpiling newly generated Trench Soils, and the rights to access other facilities in proximity to the stockpile sites.
- B. For Tasks 1 through 3, District will maintain the existing access roads outside of the stockpiles and will maintain and create new roadways to the stockpiles, as necessary, to continue to perform District operations.
- C. During soil removal projects, the District will conduct periodic inspection of Contractor trucks to confirm quantity, type and quality of Trench Soils being removed from the stockpile sites. Inspection activities may include on-site weighing of trucks.
- D. District will inspect the effectiveness of Contractor for compliance with SWPPP requirements, including monitoring of runoff **at any time** during wet weather events.
- E. District will be responsible for preparing California Environmental Quality Act documents.

# EXHIBIT B

## 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.

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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 C**

### **INSURANCE REQUIREMENTS**

#### **I. 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 D to the DISTRICT. The Exhibit D may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit D prior to the expiration date of any of the required insurance. The updated Exhibit D 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 D 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 C.

## **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. Professional Liability (also known as Errors and Omissions) 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: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000

Aggregate Limit: \$2,000,000

D. 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 claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies 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.

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

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

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional 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. 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:** \_\_\_\_\_

**VII. 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 Number:** \_\_\_\_\_

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

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

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

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



## **EXHIBIT D**

### **East Bay Municipal Utility District Trench Soils Management and Removal**

## **SECURITY PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

##### **A. Work Included:**

1. Requirements of this section apply to work sites located at or near critical District facilities or infrastructure. This project involves unstaffed facilities.
2. Contractor shall comply with the District's protocol as described herein for personnel identification, site access control, and contractor deliveries.
3. Unless otherwise specified in the Contract Documents, security of the Contractor's equipment and tools stored at the District sites shall be the Contractor's responsibility from commencement of work through contract completion.

#### **1.2 SUBMITTALS**

- A. Maintain daily sign-in log identifying all personnel on the job for that workday. Logs shall be provided to the Project Manager upon request. Logs shall include: individuals' full name, company and company phone number.
- B. Provide a legible photocopy of the personnel's current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States for all personnel working on site whether or not they have been issued a District photo identification badge. Provide these copies no later than the first day the personnel report to the work site. These copies shall be retained by the Project Manager for the duration of the project and will be returned to the contractor or shredded, at Contractor's discretion, once the project is completed and all materials between District and Contractor are closed out.



## EXHIBIT E: GENERAL SERVICES AGREEMENT

### 1.3 PERSONNEL IDENTIFICATION

- A. Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.

### 1.4 BACKGROUND CHECKS

- A. Upon request and at no additional cost to the District, the Contractor shall provide such information as necessary and as allowed by law to complete a background check on any person that enters the site.
- B. The District reserves the right to deny access to the site to any person as allowed by law.

### 1.5 SITE ACCESS CONTROL

- A. Existing fences and gates at the District sites shall remain intact and in use throughout the duration of the agreement. The existing perimeter security of the sites shall be maintained at all times. Fences and gates that are breached due to construction (e.g., during stockpile site management or soil removal), shall be restored by the end of work hours each day. The District reserves the right to request additional fencing around any areas of the construction site. Additional fencing will be paid as extra work.
- B. Contractor-requested modifications to existing fences and gates are subject to Project Manager's approval.
- C. The District reserves the right to establish a Security Check-in/Out location for any job site.
- D. The District reserves the right to assign a District's security officer to provide security for any job site.
- E. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license). All Contractor's trucks and drivers are subject to the same identification and search requirements.
- F. At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project as determined by the Project Manager.

## EXHIBIT E: GENERAL SERVICES AGREEMENT

### 1.6 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles and packages shall be subject to search by District designated security personnel or the Project Manager.
- B. Vehicles typically may be required to wait depending upon the amount of traffic. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on District property may be searched for items that may pose a threat to the facility or to personnel.

### 1.7 PRODUCTIVITY LOST AND COST INCURRED DUE TO SECURITY REQUIREMENTS

- A. Time lost and/ or costs incurred due to compliance with District security measures (e.g., personnel held at the gate without badges or identification, etc.) shall be deemed an inexcusable delay.
- B. Failure to comply with these security measures may lead to the termination of the Contractor's right to proceed under the contract, in accordance with Exhibit B (General Requirements), Article 18. Termination.

### 1.8 PAYMENT

- A. Full compensation for doing all work and furnishing all materials required to comply with site security requirements as specified in this Exhibit shall be billed per Exhibit E (Payment Terms and Procedures).

PART 2 - NOT USED

PART 3- NOT USED

END OF SECTION

## EXHIBIT E

### East Bay Municipal Utility District Trench Soils Management and Removal

#### PAYMENT TERMS AND PROCEDURES

Compensation for services provided in Exhibit A - Scope of Services shall be in accordance with the methods and specified amounts described in this Exhibit.

1. District shall pay Contractor for the tasks identified in Exhibit A, Scope of Services, in accordance with the Service Rate Schedule included in Exhibit I, subject to the agreed maximum agreement ceiling of \$\_\_\_\_, as specified in Paragraph 2 of this Agreement. Contractor shall determine compensation for the Exhibit A completed tasks based on the Service Rate Schedule's prevailing wage hourly labor rates and unit rates for equipment, materials and supplies.

Contractor acknowledges that its attached Exhibit I Service Rate Schedule is complete, current and accurate, and that the rate list is inclusive of profit and overhead. Contractor acknowledges that it shall expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize charges under this Agreement.

Contractor has provided a compensation estimate, included as Exhibit I, for completion of tasks identified in Exhibit A, Scope of Services. Contractor shall not initiate work where compensation estimates have been provided until authorized by District.

2. Billing and Payment

Contractor shall invoice District monthly for the actual costs incurred for work completed through this Agreement within the previous month.

Invoices shall include a summary description of the services performed by task as described in Exhibit A - Scope of Services. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records and other documents as may be required by District to authenticate invoiced costs. Copies of all invoices from any subcontractor(s) and outside service(s) shall be attached.

For services under Task 2, Contractor shall provide a summary of trucks loads including truck type, number of loads of material transported each day and by whom, type of material transported (e.g., Trench Soils, recyclables), quantity (volume or weight) transported, end use and destination. Contractor shall retain a copy of all receipts, truck

## EXHIBIT E: GENERAL SERVICES AGREEMENT

tags, or weight tags (where applicable) and submit a separate set to District. Contractor shall also provide any information which will assist District in performing any audit of the invoices.

Following the District's 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.

The District will notify the General Service Provider of any invoice adjustments required.

Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.

The District will pay General Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

**EXHIBIT F**  
Public Works Forms



# DECLARATION OF ELIGIBILITY TO WORK ON PUBLIC WORKS PROJECTS

---

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that in connection with bidding on:

PROJECT NAME (ALL CAPS) \_\_\_\_\_

---

The bidder is eligible to bid on public works projects in the State of California;

The bidder is not barred from bidding on or being awarded a contract for public works pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

The bidder has obtained from each and every sub-contractor it intends to employ on this project, a statement of eligibility to work on public works projects in the State of California indicating that the subcontractor is not barred from performing work on a public works project pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

If at any time during the course of performing work for East Bay Municipal Utility District, the contractor (formerly known as the bidder) becomes, or any of its sub-contractors become, ineligible to work on public works projects in the State of California, the contractor will immediately notify East Bay Municipal Utility District of this fact in writing.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

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

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_



# DECLARATION OF NONCOLLUSION

---

The undersigned declares, under penalty of perjury under the laws of the State of California, that the bid submitted to the East Bay Municipal Utility District for

PROJECT NAME (ALL CAPS)

---

is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

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

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**EXHIBIT G**  
Contract Equity Program Forms





# EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

**COMPLETION OF THIS FORM IS REQUIRED FOR ALL BIDS AND PROPOSALS.  
AN IMPROPER OR INCOMPLETE FORM MAY RESULT IN REJECTION OF YOUR BID OR PROPOSAL OR  
TERMINATION OF YOUR CONTRACT**

The East Bay Municipal Utility District **REQUIRES** the completion of this form when submitting any formal bid in response to a Notice to Contractors (NTC), Request for Statement of Qualifications (RSOQ), Request for Quotation (RFQ), or Request for Proposal (RFP) for materials, equipment, construction or professional or general services. Bidder/Proposer who fails to complete all applicable sections of this form may be denied contracts with the District.

**Note:** If you have difficulty completing this form or need clarification of the instructions, contact the Contract Equity Office at 510-287-0114.

## SECTION A

|                                    |   |
|------------------------------------|---|
| FIRM NAME                          | <input type="checkbox"/> PRIME  |
| PARENT COMPANY                     | <input type="checkbox"/> SUBCONTRACTORS/TRUCKERS/SUPPLIERS  |
| STREET ADDRESS (City, State, ZIP)  | <b>Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.</b> |
| MAILING ADDRESS (City, State, ZIP) |   |
| PHONE NO.                          | FAX NO.   |
| WEBSITE                            | E-MAIL  |

### A1. TYPE OF ORGANIZATION

|  |  |
|--|--|
| <input type="checkbox"/> <b>INDIVIDUAL</b> | NAME OF OWNER:                               |
| <input type="checkbox"/> NONPROFIT CORP.   | <input type="checkbox"/> PUBLICLY HELD CORP. |
| <input type="checkbox"/> PRIVATE CORP.     | <input type="checkbox"/> FOREIGN-OWNED       |
| STATE OF INCORPORATION:                    |  |

Name(s), title, family relationship(s) and percentage of stock ownership for all shareholders who own 25% or more of stock in the corporation.

| NAME  | TITLE | FAMILY RELATIONSHIP | PERCENTAGE |
|-------|-------|---------------------|------------|
| _____ | _____ | _____               | _____ %    |
| _____ | _____ | _____               | _____ %    |
| _____ | _____ | _____               | _____ %    |

### JOINT VENTURE

List of Participants – Indicate percentage of work to be realized by each.

|       |         |
|-------|---------|
| _____ | _____ % |
| _____ | _____ % |

### PARTNERSHIP

Names of Partners – Indicate whether (G) General or (L) Limited.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

### A2. COMPOSITION OF OWNERSHIP

Indicate the percent of ethnic and gender ownership below

|        | Non-Hispanic Origin |                               |                                | Asian             |                                       |                              | Native American | Other<br>Indicate | Refuse to State* |
|--------|---------------------|-------------------------------|--------------------------------|-------------------|---------------------------------------|------------------------------|-----------------|-------------------|------------------|
|        | White/<br>Caucasian | Black/<br>African<br>American | Hispanic/<br>Latin<br>American | Asian<br>American | Asian-Pacific<br>Islander<br>American | Asian-<br>Indian<br>American |                 |                   |                  |
| MALE   |                     |                               |                                |                   |                                       |                              |                 |                   |                  |
| FEMALE |                     |                               |                                |                   |                                       |                              |                 |                   |                  |
| TOTAL  |                     |                               |                                |                   |                                       |                              |                 |                   |                  |

\* Firms that refuse to state will be classified as "Other".

**SECTION B**

**B1. EMPLOYMENT DATA**

Indicate below the number of employees in each occupational category for each of the ethnic groups listed for your firm's permanent workforce. (Report employees in only one category. Permanent workforce is defined as full- and part-time employees with 6 months or more of continuous service.) You may attach your EEO1 report in lieu of completing the form below. Please provide both your firm's consolidated and individual establishment EEO1 reports.

| JOB CATEGORIES                              | RACE/ETHNICITY (number of employees) |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   | Total A-N |
|---|--------------------------------------|--------|------------------------|---------------------------|---|-------|----------------------------------|-------------------|-------|---------------------------|---|-------|----------------------------------|-------------------|-----------|
|   | Hispanic or Latino                   |        | Not Hispanic or Latino |                           |   |       |                                  |                   |       | Female                    |   |       |                                  |                   |           |
|   | Male                                 | Female | White                  | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races |           |
| A   | B                                    | C      | D                      | E                         | F   | G     | H                                | I                 | J     | K                         | L   | M     | N                                | O                 |           |
| Executive/Senior Level Officials & Managers |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| First/Mid-Level Officials & Managers        |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Professionals                               |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Technicians                                 |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Sales Workers                               |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Administrative Support Workers              |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Craft Workers                               |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Laborers & Helpers                          |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| Service Workers                             |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| <b>Firm's Total</b>                         |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |
| <b>Bay Area* Total</b>                      |                                      |        |                        |                           |   |       |                                  |                   |       |                           |   |       |                                  |                   |           |

\* Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Solano, Sonoma, and Santa Clara Counties

**B1a.** Identify the metropolitan statistical area (MSA) from which your firm's total permanent workforce is drawn. (See page 5)

**B1c.** Name of person responsible for affirmative action and compliance with equal employment opportunity laws in your firm:

**B1b.** If your firm's total permanent workforce is located in one county or parish, please identify:

PRINT NAME

TITLE

TELEPHONE NUMBER

**SECTION C**

**CERTIFICATION OF FIRM'S OWNERSHIP AND COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS REGARDING EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REPORTING AND COMPLIANCE PROGRAMS INCLUDING HAVING A DISTRICT APPROVED PROCESS FOR RESPONDING TO COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION**

The undersigned has been (is) authorized to execute this certificate on behalf of \_\_\_\_\_  
NAME OF FIRM \_\_\_\_\_ and

swears under penalty of perjury that the foregoing statements are true and correct and that they include all material information necessary to identify and explain the operations of this firm as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or were awarded and for initiating actions under Federal or State laws concerning false statements. The District reserves the right to request support documentation, such as tax records, articles of incorporation and board minutes to verify composition of ownership.

The undersigned does further certify that the firm named above complies with the following non-discrimination clauses:

There shall be no discrimination against any person, or groups of persons, per Government Code Section 12940, Labor Code Section 1735, or any other applicable law or regulation in the performance of this contract.

There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, religious 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, sexual orientation, or military and veteran status. The Contractor shall not establish or permit any such practice(s) of discrimination with reference to the contract. Contractors determined to be in violation of this section will be deemed to be in material breach of the contract.

**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.**

The Contractor shall include the nondiscrimination and compliance provisions of these clauses in all subcontracts

EXECUTED IN \_\_\_\_\_  
CITY, COUNTY, STATE

ON \_\_\_\_\_  
DATE

BY \_\_\_\_\_  
PRINT NAME TITLE

\_\_\_\_\_  
SIGNATURE PHONE NUMBER

## P-025 SUPPLEMENT

**Instructions to Determine Your Statistical Areas (SA):** If you operate a business solely or predominantly within one of the SA's listed below, use that location. If you have multiple facilities within a single state, use a State SA. If you have multiple facilities throughout the United States, use Total United States percentage. If you have any questions, call 510-287-0114.

| CA STATISTICAL AREAS    | WM%   | WW%   | EM%   | CA STATISTICAL AREAS                   | WM%   | WW%   | EM%   |
|-------------------------|-------|-------|-------|--|-------|-------|-------|
| BAKERSFIELD             | 29.7% | 24.6% | 45.7% | SAN JOSE                               | 26.9% | 21.0% | 52.1% |
| FRESNO                  | 25.1% | 21.6% | 53.3% | SAN LUIS OBISPO-ATASCADERO-PASA ROBLES | 42.3% | 36.6% | 21.1% |
| LOS ANGELES-LONG BEACH  | 20.2% | 16.4% | 63.5% | SANTA BARBARA-SANTA MARIA-LOMPOC       | 31.8% | 28.6% | 39.6% |
| MERCED                  | 24.9% | 21.1% | 54.0% | SANTA CRUZ-WATSONVILLE                 | 37.5% | 32.1% | 30.4% |
| MODESTO                 | 33.0% | 28.4% | 38.6% | SANTA ROSA                             | 39.8% | 36.9% | 23.4% |
| OAKLAND                 | 28.0% | 24.2% | 47.8% | STOCKTON-LODI                          | 28.1% | 24.5% | 47.4% |
| REDDING                 | 46.6% | 41.5% | 11.9% | VALLEJO-FAIRFIELD-NAPA                 | 30.2% | 26.8% | 42.9% |
| RIVERSIDE-SAN BERNADINO | 28.2% | 23.4% | 48.3% | VENTURA                                | 33.3% | 27.6% | 39.1% |
| SACRAMENTO              | 36.1% | 32.3% | 31.6% | YUBA CITY                              | 34.9% | 31.0% | 34.1% |
| SAN DIEGO               | 32.4% | 27.5% | 40.2% |  |       |       |       |
| SAN FRANCISCO           | 30.8% | 25.1% | 44.0% |  |       |       |       |

| CA COUNTIES          | WM%   | WW%   | EM%   | CA COUNTIES     | WM%   | WW%   | EM%   |
|----------------------|-------|-------|-------|-----------------|-------|-------|-------|
| 9 BAY AREA COUNTIES* | 32.3% | 27.8% | 39.9% | SAN BERNARDINO  | 26.5% | 22.3% | 51.1% |
| ALAMEDA/CONTRA COSTA | 28.9% | 24.9% | 46.2% | SAN DIEGO       | 32.4% | 27.5% | 40.2% |
| ALAMEDA              | 24.5% | 21.6% | 53.9% | SAN FRANCISCO   | 29.2% | 22.5% | 48.3% |
| CONTRA COSTA         | 33.3% | 28.2% | 38.5% | SAN JOAQUIN     | 28.1% | 24.5% | 47.4% |
| EL DORADO            | 46.7% | 39.4% | 13.9% | SAN LUIS OBISBO | 42.3% | 36.6% | 21.1% |
| FRESNO               | 24.7% | 21.4% | 54.0% | SAN MATEO       | 28.6% | 23.6% | 47.9% |
| LOS ANGELES          | 20.2% | 16.4% | 63.5% | SANTA CLARA     | 26.9% | 21.0% | 52.1% |
| MARIN                | 42.8% | 38.4% | 18.8% | SANTA CRUZ      | 37.5% | 32.1% | 30.4% |
| MENDOCINO            | 40.4% | 37.0% | 22.6% | SHASTA          | 46.6% | 41.5% | 11.9% |
| MERCED               | 24.9% | 21.1% | 54.0% | SOLANO          | 27.8% | 24.6% | 47.6% |
| MONTEREY             | 23.8% | 21.3% | 54.9% | SONOMA          | 39.8% | 36.9% | 23.4% |
| NAPA                 | 37.6% | 33.6% | 28.8% | STANISLAUS      | 33.0% | 28.4% | 28.6% |
| ORANGE               | 30.9% | 25.5% | 43.6% | YOLO            | 31.7% | 29.8% | 38.5% |
| RIVERSIDE            | 30.1% | 24.7% | 45.3% | YUBA            | 36.7% | 34.0% | 29.4% |
| SACRAMENTO           | 32.7% | 30.0% | 37.3% |                 |       |       |       |

\*ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO, SOLANO, SONOMA, AND SANTA CLARA

| STATES               | WM%   | WW%   | EM%   | STATES         | WM%   | WW%   | EM%   |
|----------------------|-------|-------|-------|----------------|-------|-------|-------|
| ALABAMA              | 40.8% | 33.2% | 26.0% | MONTANA        | 49.1% | 42.5% | 8.4%  |
| ALASKA               | 40.2% | 33.1% | 26.7% | NEBRASKA       | 47.1% | 42.7% | 10.2% |
| ARIZONA              | 37.0% | 31.7% | 31.3% | NEVADA         | 37.8% | 31.3% | 30.9% |
| ARKANSAS             | 44.0% | 37.5% | 18.5% | NEW HAMPSHIRE  | 50.6% | 45.0% | 4.4%  |
| CALIFORNIA           | 28.0% | 23.6% | 48.4% | NEW JERSEY     | 36.7% | 31.5% | 31.7% |
| COLORADO             | 42.2% | 36.2% | 21.6% | NEW MEXICO     | 26.6% | 23.1% | 50.3% |
| CONNECTICUT          | 42.4% | 37.8% | 19.8% | NEW YORK       | 35.0% | 30.9% | 34.1% |
| DELEWARE             | 39.3% | 35.5% | 25.3% | NORTH CAROLINA | 39.1% | 34.0% | 26.9% |
| DISTRICT OF COLUMBIA | 19.2% | 18.0% | 62.8% | NORTH DAKOTA   | 49.6% | 44.4% | 6.0%  |
| FLORIDA              | 35.7% | 30.9% | 33.4% | OHIO           | 46.1% | 40.2% | 13.7% |
| GEORGIA              | 35.9% | 30.0% | 34.2% | OKLAHOMA       | 41.7% | 35.4% | 22.9% |
| HAWAII               | 13.1% | 11.1% | 75.8% | OREGON         | 45.5% | 39.5% | 15.0% |
| IDAHO                | 48.6% | 40.8% | 10.5% | PENNSYLVANIA   | 46.4% | 40.2% | 13.4% |
| ILLINOIS             | 38.6% | 33.6% | 27.8% | RHODE ISLAND   | 44.1% | 41.4% | 14.5% |
| INDIANA              | 47.1% | 40.6% | 12.3% | SOUTH CAROLINA | 37.6% | 32.4% | 30.0% |
| IOWA                 | 49.2% | 44.8% | 6.0%  | SOUTH DAKOTA   | 48.0% | 43.6% | 8.4%  |
| KANSAS               | 45.6% | 40.1% | 14.3% | TENNESSEE      | 44.1% | 37.1% | 18.8% |
| KENTUCKY             | 48.4% | 41.9% | 9.7%  | TEXAS          | 31.5% | 26.1% | 42.4% |
| LOUISIANA            | 37.3% | 30.0% | 32.7% | UTAH           | 47.7% | 39.1% | 13.2% |
| MAINE                | 50.6% | 46.5% | 2.9%  | VERMONT        | 50.4% | 46.3% | 3.3%  |
| MARYLAND             | 34.0% | 30.2% | 35.8% | VIRGINIA       | 38.6% | 34.0% | 27.3% |
| MASSACHUSETTS        | 44.0% | 40.6% | 15.3% | WASHINGTON     | 43.6% | 37.6% | 18.8% |
| MICHIGAN             | 44.1% | 37.5% | 18.4% | WEST VIRGINIA  | 51.9% | 43.3% | 4.9%  |
| MINNESOTA            | 47.6% | 43.1% | 9.3%  | WISCONSIN      | 47.5% | 42.8% | 9.6%  |
| MISSISSIPPI          | 36.1% | 29.6% | 34.3% | WYOMING        | 49.0% | 41.4% | 9.6%  |
| MISSOURI             | 45.6% | 40.3% | 14.1% |                |       |       |       |

TOTAL USA 39.0% 33.7% 27.2%

**WM** = White Men, **WW** = White Women, **EM** = Ethnic Minority.

Figures compiled from the 2010 Census of Population, U.S. Department of Commerce, Bureau of the Census.



# CONTRACT EQUITY PARTICIPATION (P-040)

BIDDER'S /  
PROPOSER'S NAME

PROJECT NAME

ADDRESS

SPEC. / PROPOSAL NO. (If applicable)

E-MAIL ADDRESS

BID / PROPOSAL AMOUNT \$

PHONE NO.

FAX NO.

This form shall be submitted by **first and second** apparent low bidders within 2 Work Days of bid opening time for construction projects and by **all proposers** with their proposal for professional and general services. All subcontractors<sup>1</sup>, truckers and suppliers at any tier level of participation, known at this time shall be listed on this form. Submit a separate P-025 form for each Subcontractor/Trucker/Supplier with a subcontract amount of \$70,000 or more.

| COMPANY AND CONTACT NAME, ADDRESS,<br>PHONE NUMBER AND E-MAIL ADDRESS | OWNERSHIP              |        |   | TYPE OF WORK<br>TO BE DONE <sup>3</sup> | ESTIMATED<br>DOLLAR AMOUNT |
|---|------------------------|--------|---|---|----------------------------|
|   | ETHNICITY <sup>2</sup> | GENDER |   |   |                            |
|   |                        | M      | F |   |                            |
|   |                        |        |   |   |                            |
|   |                        |        |   |   |                            |
|   |                        |        |   |   |                            |
|   |                        |        |   |   |                            |

Note: Additional spaces are provided on the back of this form.

The subcontractors, truckers, and suppliers listed in this schedule shall be utilized for the Work conditioned upon execution of a contract with East Bay Municipal Utility District. Substitution or replacements of these subcontractors, truckers, and suppliers must comply with Section III.B. Substitution or Replacement in the Contract Equity Program and Equal Employment Opportunity Guidelines.

\_\_\_\_\_  
Signature of Authorized Bidder / Proposer's Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<sup>1</sup> The person or persons, co-partnership, firm or entity in direct contract with the Contractor or with any other Subcontractor for the purpose of furnishing materials, equipment, and/or performing part of the contract work.

<sup>2</sup> Ethnic Classifications: **A/PIA** Asian-Pacific Islander American      **H/LA** Hispanic/Latin American      **W/CA** White/Caucasian American  
**B/AA** Black/African American      **NA** Native American

<sup>3</sup> Describe exact portion, location (if necessary) of item to be performed or furnished by that subcontractor.



# CONTRACT EQUITY PARTICIPATION (P-040)

| COMPANY AND CONTACT NAME, ADDRESS,<br>PHONE NUMBER AND E-MAIL ADDRESS | OWNERSHIP              |        |   | TYPE OF WORK<br>TO BE DONE <sup>3</sup> | ESTIMATED<br>DOLLAR AMOUNT |
|---|------------------------|--------|---|---|----------------------------|
|   | ETHNICITY <sup>2</sup> | GENDER |   |   |                            |
|   |                        | M      | F |   |                            |
|   |                        |        |   |   |                            |
|   |                        |        |   |   |                            |
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|   |                        |        |   |   |                            |
|   |                        |        |   |   |                            |



# GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

The apparent low bidder shall submit the following information to demonstrate that a good faith outreach effort to meet the Contracting Objectives has been made if its Form P-040 Contract Equity Participation indicates that the Contracting Objectives will not be met. It is suggested that even if the Contracting Objectives appear to be met on Form P-040, this form still needs to be completed in case the Contracting Objectives are determined by District evaluation to have not been met.

The *complete* description of the following items along with all of the Good Faith Outreach Efforts (GFOE's) are in the Section IA of the Contract Equity Program and Equal Employment Opportunity Guidelines:

- Items of works for which the bidder requested subbids, trucking or materials to be supplied by subcontractors in all availability groups
- Information furnished interested subcontractors, truckers, or suppliers in the way of plans, specifications and requirements for the work
- Any breakdown of items of work into economically feasible units to facilitate subcontractor participation (GFOE's #2 & 6)

| ITEMS OF WORK OR SUPPLIES IDENTIFIED |    |
|--------------------------------------|----|
| 1                                    | 6  |
| 2                                    | 7  |
| 3                                    | 8  |
| 4                                    | 9  |
| 5                                    | 10 |
| INFORMATION FURNISHED                |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |
| BREAKDOWN OF ITEMS                   |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |
|                                      |    |



# GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- The names and dates of advertisements in the project's geographic market area of each newspaper, trade paper, and availability group focus paper in which a request for subcontractor participation for this project was placed by the bidder (GFOE #3)

| NAME OF PUBLICATION | DATES OF ADVERTISEMENT |
|---------------------|------------------------|
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |
|                     |                        |

- The names and dates of notices of all subcontractors in the project's geographic market area solicited by direct mail, and the dates and methods used for following up initial solicitations to determine with certainty whether the subcontractors were interested (GFOE's #4 & 5)

| NAME OF SUBCONTRACTOR SOLICITED | SOLICITATION DATES | FOLLOW UP METHODS | FOLLOW UP DATES |
|---------------------------------|--------------------|-------------------|-----------------|
|                                 |                    |                   |                 |
|                                 |                    |                   |                 |
|                                 |                    |                   |                 |
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|                                 |                    |                   |                 |





# GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- The names of subcontractors, truckers, and suppliers who submitted bids for any of the work indicated on page one of this form whose bids were not accepted
- A summary of the bidder's discussions and/or negotiations with them
- The name of the subcontractor, trucker or supplier that was selected for that portion of the work, and the reasons for the bidder's choice. *(If the reason for rejecting a bid was price, give the price bid by the rejected subcontractor and the price bid by the selected subcontractor, trucker, or supplier.) (GFOE #8)*

| NAME OF REJECTED SUBCONTRACTOR | SUMMARY OF DISCUSSIONS / NEGOTIATIONS | NAME OF SELECTED SUBCONTRACTOR AND REASONS FOR THAT CHOICE |
|--------------------------------|---------------------------------------|--|
|                                |                                       |  |
|                                |                                       |  |
|                                |                                       |  |
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|                                |                                       |  |
|                                |                                       |  |

Please Note: Use additional sheets of paper, if necessary.



# GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- Assistance that the bidder has extended to rejected subcontractors identified above to remedy the deficiency in their subbids (GFOE #9)

| NAME OF REJECTED SUBCONTRACTOR | ASSISTANCE EXTENDED |
|--------------------------------|---------------------|
|                                |                     |
|                                |                     |
|                                |                     |
|                                |                     |
|                                |                     |
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|                                |                     |

- Any additional data to support a demonstration of good faith efforts, such as contacts with subcontractor's assistance agencies (GFOE #7):

| NAME OF COMMUNITY ORGANIZATIONS OR CONTRACTORS GROUPS | ADDITIONAL GOOD FAITH OUTREACH EFFORTS |
|---|--|
|   |  |
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**Please Note:** Use additional sheets of paper, if necessary. Appropriate documentation, such as copies of newspaper ads, letters soliciting bids, and telephone logs, should accompany this form.

## **EXHIBIT H**

### **BOND REQUIREMENTS**

- a. Once awarded, Contractor shall furnish on District forms a good and approved faithful Performance Bond and Payment Bond in the amount of 100% of the Agreement price.
- 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.
- 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.



DATE \_\_\_\_\_

# FAITHFUL PERFORMANCE BOND

|  |
|--|
| CONTRACTOR (Name and California address where service may be effected) |
| SURETY (Name and California address where service may be effected)     |
| AMOUNT OF BOND (Sum in words and figures)                              |
| CONTRACT DOCUMENTS (As named in the Contract)                          |

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

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

# FAITHFUL PERFORMANCE BOND

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

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

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

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\*Title \_\_\_\_\_

By \_\_\_\_\_

\*\*Title \_\_\_\_\_

(SEAL OF SURETY)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

\_\_\_\_\_, East Bay Municipal Utility District

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

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

\*\*Corporate Secretary or financial officer.



DATE \_\_\_\_\_

# PAYMENT BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

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

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

**PAYMENT BOND**

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

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

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

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\*Title \_\_\_\_\_

By \_\_\_\_\_

\*\*Title \_\_\_\_\_

(SEAL OF SURETY)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

\_\_\_\_\_, East Bay Municipal Utility District

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

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

# **EXHIBIT I**

## Service Rate Schedule



## EXHIBIT I: SERVICE RATE SCHEDULE

### No 1. District Stockpile Site Management

| Description  | Unit  | Unit Cost |
|--|-------|-----------|
| Mobilization/Demobilization Per Event  | Each  |           |
| Management of Briones Trench Soil Stockpile, including:<br>1. Quarterly Topographic Survey of Briones and Miller Road, Annual Topographic Survey of Amador<br>2. Project Management<br>3. Environmental Management | Month |           |
| Management of Miller Road Trench Soils Stockpile   | Day   |           |

### No. 2 Asphalt & Concrete Recycling / Disposal

| Storage Site | Unit Rate (\$/Load) | End Use Tipping Fee (\$/Load) |
|--------------|---------------------|-------------------------------|
| Briones      |                     |                               |
| Miller Road  |                     |                               |
| Amador       |                     |                               |

### No 3. Construction Debris / Trash Disposal

| Storage Site | Unit Rate (\$/Load) | End Use Tipping Fee (\$/Load) |
|--------------|---------------------|-------------------------------|
| Briones      |                     |                               |
| Miller Road  |                     |                               |
| Amador       |                     |                               |

### No. 4 Trench Soils Removal and Related Activities

| Storage Site | Description  | Truck Type (ie End Dump, Double Bottom, End Dump) | Truck Capacity (CY) | Unit Cost (\$/CY) | Rate Per Truck Load (\$/Load) | End Use Tipping Fee (\$/Load) |
|--------------|--|---|---------------------|-------------------|-------------------------------|-------------------------------|
| Briones      | Includes:<br>1. Identifying End-Use Options<br>2. Trench Soils Sampling<br>3. Soil Removal from DOSS to End-Use Site |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |
| Miller Road  | 4. Soil Removal Site Operations (Wildlife Exclusion Fencing, Traffic & Radar Feedback Signage)<br>5. Permits         |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |
| Amador       | 6. Project Management<br>7. Environmental Management   |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |
|              |  |   |                     |                   |                               |                               |

### No. 5 Direct Hauling

| End-Use Site      |  | Assumed Distance from Project to End Use Site (Mile) | Unit Cost (\$/CY) | End Use Tipping Fee (\$/Load) |
|-------------------|--|--|-------------------|-------------------------------|
| Altamont Landfill | Includes:<br>1. In-situ Trench Soils Sampling<br>2. Laboratory Analyses<br>3. Hauling to End Site<br>4. Project Management | 40   |                   |                               |
| Vasco Rd Landfill |  | 40   |                   |                               |
| Dumbarton Quarry  |  | 25   |                   |                               |
|                   |  |  |                   |                               |

## EXHIBIT J

### PROJECT SAFETY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

###### A. Work Included:

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

###### B. Site Activities

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

recommendations. Manufacturer documentation shall be provided to the Project Manager upon request.

5. Contractor shall comply with the Federal Drug Free Workplace Act, Department of Transportation (DOT) testing regulations (49 CFR Part 32), CA State Vehicle Code (Section 34520) and all applicable legally valid rules and regulations regarding drug and alcohol misuse, including consumption, sale or possession.
6. Contractor personnel are specifically prohibited from bringing firearms, explosive devices, or other dangerous weapons on District property or while engaged in contract Work.
7. Contractor shall provide safe access for construction inspectors and other authorized District employees in order to inspect or review Work in progress.

## 1.2 DEFINITIONS

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

posted prohibiting entry to the worksite, or part of the worksite, use of machinery, devices, or apparatus.

- I. Safe Work Notice, or Safe Work Permit: A Notice or Permit required to be completed by the Contractor and District staff at water treatment plants and wastewater facilities. The Notice/Permit communicates work to be performed, the areas and potential hazards.
- J. Trench: A narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less, (measured at the bottom of the excavation), the excavation is also considered to be a trench.

### 1.3 SUBMITTAL OF PLANS AND PROCEDURES

#### A. General:

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

#### B. Project Safety and Health Plan:

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

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

C. Excavation Safety Plan

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

D. Confined Space Operating Procedures:

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

E. Fall Protection Procedures

1. Submit fall protection procedures to the Project Manager for review prior to any work at heights at the jobsite.
2. The fall protection plan shall address control of fall hazards for any work occurring at heights greater than 7½ feet.

3. Procedures shall conform to applicable provisions of Sections 1669 through 1671.2, Title 8, California Code of Regulations.
4. The plan shall address scaffolds when used on site.
5. The plan shall address manlift equipment when used on site.
6. The plan shall address rescue of workers who may fall.

F. Accident Reports

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

G. Equipment Safety and Operations

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

H. Emergency Response Plan

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

1.4 TRAINING REQUIREMENTS

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

1.5 FIRE PREVENTION AND PROTECTION

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

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 PROJECT SAFETY AND HEALTH PLAN

A. General:

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

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

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

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

### 3.2 HAZARDOUS CONDITIONS

#### A. Confined Spaces:

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



8. Coordinate entry operations with the Project Manager when both Contractor personnel and District personnel require permit space entry.

B. Excavation Safety:

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

- c. No changes or deviations from a protective system designed by a registered engineer shall be made without prior approval of the designing engineer.
- d. In the event of any violation of Article 6 of the Construction Safety Orders or this paragraph, or deviation from the submitted plan for worker protection and control of ground movement, the Project Manager may suspend Work or notify Cal/OSHA or both.

C. Fall Protection:

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

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

- 1. Contractor with its subs shall meet with the District to share and reach agreement for implementation with LOTO plans and planning for any District equipment, process, or machinery that shall be locked-out.
- 2. The distinction between LOTO and operational shut-down shall be made.
- 3. Contractor shall share and implement the following components of the LOTO plan:
  - a. LOTO locations,
  - b. Lock-out and tag-out methods and equipment,
  - c. De-energization verification,
  - d. Log of locked and tagged locations,
  - e. Stated emergency types and breach policy,
  - f. Return-to-service practice and removal of lock and tags.

### 3.3 ACCIDENT REPORTS

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

END OF SECTION

# EXHIBIT K

APPENDIX A (Updated 10-29-21)

## PROJECT SAFETY REQUIREMENTS

### COVID-19 VACCINATION AND TESTING

#### GENERAL

All contractors (including all tiers of subcontractors), defined in this Appendix to also include consultants, suppliers and vendors (Contractors), who hold contracts with East Bay Municipal Utility District (District) and who perform work at District Facilities or on District jobsites, shall incorporate the requirements of this document into their operations. These requirements shall be included in any contractually required site-specific health and safety plans (SSHASP) for work at District jobsites. The Contractor shall submit their SSHASP, showing compliance with the requirements of this document, to the District.

Even if a formal SSHASP is not required under the terms of a contract, the contractor shall designate a Site Safety Representative (SSR) for the project to monitor and implement all recommended safety practices regarding any threat to public health with all Contractor staff members. In the case of a sole proprietor that is working for the District directly, the owner/operator shall serve as the SSR for their part of the work.

#### EFFECTIVE ON SEPTEMBER 20, 2021

Contractors shall require all of their jobsite personnel to either: a) Be Fully Vaccinated against COVID-19 or b) Submit to regular weekly COVID-19 testing at the Contractors' expense until Fully Vaccinated.

#### EFFECTIVE ON NOVEMBER 15, 2021

Contractors shall require all of their jobsite personnel to be Fully Vaccinated against COVID-19 unless they have sincere religious or medical vaccination exemptions. Contractors shall continue weekly testing of unvaccinated personnel. Personnel with approved and documented, sincere religious or medical vaccination exemptions on file with the Contractor, shall continue weekly testing indefinitely.

#### EXCEPTIONS

Vendors or suppliers making deliveries to District facilities or job sites where no contact or only incidental contact (less than 30 minutes) is made with other people are exempt from the vaccination and testing requirements but shall wear a face covering and maintain social distancing protocols at all times. As an example, a delivery driver waiting or queueing inside a vehicle or operating equipment in isolation from others, is not counted as contact time. Note -

this exception does not apply to contractors providing on-site services such as Fully Maintained and Operated (FM&O) Equipment, general services such as paving, concrete cutting, landscaping, maintenance/repair services at District facilities, IT or equipment installations, or other contractors that provide in-person services at District facilities or support to construction projects performed by District construction and maintenance groups. Due to the nature of their work with respect to other staff on site, these types of contractors shall comply with all requirements in this Appendix.

Contractors hired on an emergency basis that must mobilize quickly, shall certify that they comply with the requirements in this Appendix before starting work. If this is not practical due to the emergency nature of the work, the contractor can come to the jobsite in appropriate COVID-19 related PPE, only with advance written approval by the District. At the earliest time possible, but no later than three business days after the start of work, the Contractor shall certify that they are in compliance with the requirements in this Appendix.

Contractors that are performing work in the public right of way, at unmanned District facilities or watershed lands, where no EBMUD staff are present, are exempt from these requirements.

## VACCINATION

Being “Fully Vaccinated” is defined as the point in time 14 days after having received the final dose of a vaccine series.

Vaccines:

- 1) Comirnaty, Pfizer – BioNTech (2 dose series)
- 2) Spikevax, Moderna (2 dose series)
- 3) Janssen COVID-19, Johnson and Johnson (single dose)
- 4) Or other FDA approved equal

In the event that additional vaccination boosters are required, the District will issue clarifications to these requirements.

Vaccination Status Tracking: Contractor (all tiers of subcontractors) shall implement a process to confirm, track, and certify (if requested) its employees’ vaccination or declination of vaccination status. Contractor SSR shall be responsible for assuring compliance with these vaccination requirements. SSR shall also ensure that Contractor personnel complete daily symptom checks, even if fully vaccinated.

TESTING:

The Contractor shall test unvaccinated jobsite personnel through FDA-approved methods for detecting the virus (Polymerase Chain Reaction (PCR) or antigen) at the Contractor’s expense.

These tests shall be performed no more than three days immediately prior to the personnel's first day onsite and every week thereafter. The Contractor's SSR shall provide daily compliance checking at the jobsite.

Contractor shall provide on-site rapid antigen testing for transitory personnel who have not been vaccinated and could not schedule a test ahead of time and who will be on site for fewer than three days. In the case of FM&O or general services contractors working directly with District construction crews, transitory personnel are not permitted, since on-site testing is likely not feasible.

#### Rapid Antigen Testing:

- 1) Abbott Diagnostics Scarborough, Inc. – BinaxNOW COVID-19 Antigen Self-Test
- 2) Abbott Diagnostics Scarborough, Inc. – BinaxNOW COVID-19 Ag Card 2 Home Test
- 3) Access Bio, Inc. – CareStart COVID-19 Antigen Home Test
- 4) OraSure Technologies, Inc. – IntelliSwab COVID-19 Rapid Test
- 5) Quidel Corporation – QuickVue At-Home OTC COVID-19 Test
- 6) Or other FDA approved equal test

Testing Status Tracking: Contractor (all tiers of subcontractors) shall implement a process to confirm, track, and certify (if requested) its employees' testing status. Contractor's SSR shall certify that all personnel on site that are not fully vaccinated are COVID-negative. SSR shall also ensure that Contractor personnel complete daily symptom checks.

For projects performed by District construction or maintenance groups, Contractor's SSR shall ensure compliance with this Appendix and provide proof of compliance with testing requirement as requested by the District.

#### SIGNAGE AT PROJECT SITES

At District jobsites with a defined entry point for a single project, signage shall be posted by the Contractor with information about vaccination proof and testing requirements. At jobsites with a single-entry point for multiple projects, such as a treatment plant, or with no defined entry point, such as projects in public right-of-ways, signage shall be posted at the Contractor's trailer or a similar daily gathering location.

Contractor shall provide signage with 1-inch-high letters at each District jobsite entry point listing the Contractor's SSR and their phone number. Signage shall state the following:

“All contractor, consultant, vendor, and subcontractor personnel shall provide (1) proof of COVID-19 vaccination, or (2) a negative COVID-19 test taken within three days of the first day

onsite and a negative COVID-19 test result every week after the first day onsite, or a same-day rapid test negative result. Personnel who do not meet these requirements shall be turned away, or asked to leave the jobsite. Contact {Contractor SSR, phone number} prior to starting work.”

Contractors, specifically professional services consultants, performing work at a District jobsite without a physical trailer or daily gathering location are exempt from signage posting as their professional services agreement contains information about vaccination proof and testing requirements.

## EXHIBIT L

### ENVIRONMENTAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Work includes:

1. Comply with applicable Federal, State and Local environmental regulations in the execution of the Work.
2. Meet with the Project Manager and appropriate District personnel prior to commencement of Work to review the project environmental requirements, permits, and issues.
3. Procure and pay for all necessary local, state, and federal permits to perform the Work.
4. Implement all required environmental plans, procedures, and controls during performance of the Work.
5. Characterize stockpiled trench soils and provide District with analytical results.
6. Handle and dispose of all wastes, including Hazardous Wastes, in a proper and lawful manner.
7. In the event of a conflict or inconsistency between this Section and any provisions of the Contract Documents, the more stringent provision shall prevail.

###### B. Site Activities

1. Protect storm drains and surface waters from impacts of project activity.
2. Store materials and wastes such as demolition material, soil, sand, asphalt, rubbish, paint, cement, concrete or washings thereof, oil or petroleum products, or earthen materials in a manner to prevent it from being washed by rainfall or runoff outside the construction limits.
3. Reuse or dispose of excess material consistent with all applicable legal requirements and disposal facility permits.
4. Clean up all spills and immediately notify the Project Manager in the event of a spill.
5. Equip stationary equipment such as motors, pumps, and generators with drip pans.



6. Divert or otherwise control surface water and waters flowing from existing projects, structures, or surrounding areas from coming onto the work and staging areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas.
7. Maintain construction sites to ensure that drainage from these sites will minimize erosion of stockpiled or stored materials and the adjacent native soil material.
8. Prevent visible dust emissions from leaving the work areas.
9. Maintain construction equipment in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
10. Handle, store, apply, and dispose of any chemical or hazardous material used in the performance of the Work in a manner consistent with all applicable federal, state, and local laws and regulations.
11. Contaminated materials excavated and removed from the construction area shall be disposed in a manner consistent with all applicable local, state, and federal laws and regulations.

## 1.2 ACRONYMS

|          |  |
|----------|--|
| AMS      | Alternative Management Strategies                      |
| ARARs    | Applicable or Relevant and Appropriate Requirements    |
| BAAQMD   | Bay Area Air Quality Management District               |
| BMP      | Best Management Practices                              |
| CCR      | California Code of Regulations                         |
| CARB     | California Air Resources Board                         |
| CEQA     | California Environmental Quality Act                   |
| CFR      | Code of Federal Regulations                            |
| CWA      | Clean Water Act  |
| CIH      | Certified Industrial Hygienist                         |
| CUC      | Clean Utility Corridor                                 |
| DTSC     | Department of Toxic Substances Control                 |
| ELAP     | Environmental Laboratory Accreditation Program         |
| EPA      | Environmental Protection Agency                        |
| FSP      | Field Sampling Plan                                    |
| HAZWOPER | Hazardous Waste Operations and Emergency Response      |
| MMRP     | Mitigation Monitoring and Reporting Program            |
| NPDES    | National Pollutant Discharge Elimination System        |
| NTU      | Nephelometric Turbidity Units                          |
| OSHA     | Occupational Safety and Health Administration          |
| PID      | Photoionization Detector                               |
| PPMRP    | Practices and Procedures Monitoring and Reporting Plan |
| QA/QC    | Quality Assurance/Quality Control                      |

|        |  |
|--------|--|
| RCRA   | Resource Conservation and Recovery Act                   |
| RWQCB  | Regional Water Quality Control Board                     |
| SAP    | Sampling and Analysis Plan                               |
| SMARTS | Storm Water Multi-Application and Report Tracking System |
| SOP    | Standard Operating Procedure                             |
| SOW    | Scope of Work  |
| STLC   | Soluble Threshold Limit Concentration                    |
| SWPPP  | Storm Water Pollution Prevention Plan                    |
| SWRCB  | State Water Resources Control Board                      |
| TCLP   | Toxicity Characteristic Leaching Procedure               |
| TTLC   | Total Threshold Limit Concentration                      |
| TWW    | Treated Wood Waste                                       |
| USEPA  | United States Environmental Protection Agency            |
| WDR    | Water Discharge Requirements                             |

### 1.3 DEFINITIONS

- A. Characterization: Identification of chemical, microbiological, or radiological constituents of solid and liquid wastes. Characterization typically involves sampling and analysis performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the State Water Resources Control Board for the purposes of classifying a waste as hazardous, non-hazardous, or other classification.
- B. Clean Utility Corridor: A utility corridor in an area with known or suspected contamination, which is designed in such a way as to allow unrestricted access to infrastructure to District employees without HAZWOPER training. It is often over-excavated and lined with geotextile fabric.
- C. Contamination: Any confirmed or anticipated release, spill, or emission, of any substance in the air, soil, surface water, or groundwater which may constitute a risk to the environment or human health. Note: Naturally occurring substances, such as asbestos, arsenic and chromium, may also be considered contaminants if they constitute a risk to human health.
- D. Divert/Diversion: The use of waste (or debris) for any purpose other than disposal in a landfill, incineration facility, or alternative daily cover. Methods to divert materials from landfills include reuse, salvage, and recycling.
- E. Excavation Soils: Material resulting from any excavation (cut, cavity, trench, or depression in the earth's surface formed by earth removal)
- F. Hazardous Waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Division 4.5, Title 22, California Code of Regulations, and Chapter 6.5, Division 20, California Health and Safety Code.

- G. Qualified Environmental Professional(s): A person with working knowledge of Federal, State, and local laws and regulations governing environmental compliance including hazardous materials management and disposal requirements. A person also with experience conducting environmental investigations including applicable methods and techniques of environmental sampling, analysis, and modeling.
- H. Staging Area: That area shown on the plans for the use of the contractors where construction related activities will occur, including long-term and short-term equipment storage and maintenance, materials storage (both temporary and long term), parking, office space, etc.

#### 1.4 SUBMITTALS

##### A. Storm Water Management

###### 1. Construction General Permit

- a. The Contractor shall be responsible for complying with the requirements of the Construction General Permit and SWPPP. The Contractor's responsibilities include, but are not limited to, providing qualified professionals to implement effective stormwater/non-stormwater management practices, and conducting weekly SWPPP inspections and monitoring as required by the District to maintain compliance with the permit.

##### B. Water Control and Disposal Plan:

- 1. Submit a detailed Water Control and Disposal Plan that complies with all requirements of the Exhibit and includes provisions for the types of discharges and permits below.
  - a. Non-Stormwater Discharges
    - 1) Plan shall describe measures for containment, handling, treatment (as necessary), and disposal of discharges such as groundwater (if encountered), runoff of water used for dust control, stockpile leachate, tank heel water, wash water, sawcut slurry, test water and construction water.

##### C. Waste Management:

- 1. Prepare a Waste Management Plan and submit a copy of the plan for the Project Manager's acceptance prior to start of work (except for water wastes which shall be addressed in the Water Control and Disposal Plan). The Waste Management Plan shall address universal wastes, Hazardous Wastes, Excavation Soils, and any other solid debris intended to be removed from the project site(s).

- a. Identify each type of material that will be generated during the project for disposal, recycling, salvage, or other management and estimate the volume/weight of each.
  - b. Identify how the Contractor will handle, transport, dispose of, or otherwise divert each type of material required to be removed under this contract in a safe, appropriate, and lawful manner in compliance with all applicable regulations of local, state, and federal agencies having jurisdiction over the removed materials.
  - c. Specify rules, regulations, and ordinances in the plan required by local agencies having jurisdiction over the handling, transportation, and disposal of waste.
  - d. Include a list of recycling facilities and processing facilities that will be receiving recyclable or recoverable materials, including, but not limited to concrete, asphalt, and metals.
  - e. Identify materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations). List the permitted landfill, or other permitted disposal facilities, which will be accepting the disposed waste materials. All landfills, hazardous waste, and universal waste disposal sites shall be approved for use by the Project Manager. Refer to Appendix M for a list of approved facilities.
  - f. Describe planned sampling and analysis for characterizing wastes or the Sampling and Analysis Plan below in Paragraph 1.4.G.
2. For any proposed facility that is not on the District-approved disposal list, submit permission to reuse, recycle, reclaim, or dispose of material from the site owner along with any other information needed by the District to evaluate the acceptability of the proposed reuse, recycling, or disposal site and obtain acceptance of the Project Manager prior to removing any material from the project site.
  3. All information pertinent to the characterization of the material or waste shall be disclosed to the District and the reuse, recycling, reclamation, or disposal facility. Submit copies of any profile forms and/or correspondence between the Contractor and the reuse, recycling, reclamation, or disposal facility.

#### D. Spill Prevention and Response Plan

1. Submit plan detailing the means and methods for preventing and controlling the spilling of known hazardous substances used on the jobsite or staging areas.

- a. Include a list of the hazardous substances proposed for use or generated by the Contractor on site, including petroleum products.
- b. Define measures that will be taken to prevent spills, monitor hazardous substances, and provide immediate response to spills.
- c. Include provisions for notification of the Project Manager or alternate contact and appropriate agencies including phone numbers; spill-related worker, public health, and safety issues; spill control, and spill cleanup.
- d. Map showing hazardous materials project-related storage locations, names of the hazardous materials, and volumes/quantities.
- e. Submit a Safety Data Sheet (SDS) for each hazardous substance proposed to be used prior to delivery of the material to the jobsite.

E. Dust Control and Monitoring Plan

1. Submit a plan detailing the means and methods for controlling and monitoring dust generated by demolition and other work on the site for the Project Manager's acceptance prior to any work at the jobsite.
  - a. Identify methods to comply with all applicable regulations including but not limited to the Bay Area Air Quality Management District (BAAQMD) visible emissions regulation and Public Nuisance Rule.
  - b. Outline practices for preventing dust emissions and procedures to be used during operations and maintenance activities.
  - c. Include measures for the control of paint overspray and abrasive blasting emissions, including, but not limited to containment, ventilation systems and monitoring for damage and leaks.
  - d. Describe equipment and methods used to monitor compliance with the plan.

F. Waste Disposal Records

1. Copies of waste management and disposal records including bills of lading, manifests, weight tickets, and receipts from waste management facilities shall be submitted to the Project Manager. This provision applies to Hazardous Wastes, universal wastes, treated wood wastes, solid wastes disposed at landfills, and radioactive wastes.
2. Hazardous Waste Manifests
  - a. Use the "Uniform Hazardous Waste Manifest", EPA form 8700-22. Contractor shall prepare and Project Manager or appropriate District

personnel will review all hazardous waste manifests for acceptability prior to use.

- b. Submit the “Generator’s Initial Copy” and a legible photocopy of the first page of hazardous waste manifests, land disposal restriction forms, or other documentation required by applicable regulations governing transport and disposal of Hazardous Wastes for disposal of hazardous substances within 5 days of off haul.

#### G. Sampling and Analysis Plan

1. Submit a project-specific Sampling and Analysis Plan (SAP) for projects including but not limited to waste characterization samples and trench soils material characterization samples requiring laboratory analysis. The SAP shall contain information noted below.
  - a. Project Description – Describe site history, data quality objectives (e.g. waste characterization), and any site background or other relevant information related to sampling.
  - b. Qualified Environmental Professional – Name the project manager(s) that will be in charge of overseeing sampling and analysis performed for this project and list their qualifications.
  - c. Sampling Objectives – Detail the location, number, type (e.g., grab or composite), material being sampled (e.g., soil, bead blast, groundwater, air, etc.), and the sampling methods and procedures to be used to obtain the samples. Include a site map showing sample locations when applicable.
  - d. Field Sampling Practices – Include the field practices to be used for sampling.
  - e. Analytical Laboratories and Methods – Include the name of the laboratory performing the analysis on the samples. Provide the Environmental Laboratory Accreditation Program (ELAP) certificate number of laboratory that will analyze samples for suspected hazardous substances.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 STORM WATER

- A. Adhere to required provisions in the SWPPP provided by the District.
- B. Follow all provisions in local storm water permits and/or rules during construction.

02/21/23

Trench Soils Management & Removal Exhibit L - 7

Environmental Requirements

- C. Maintain sufficient best management practices or other controls as outlined in the storm water management plan to prevent impacts to storm water from pollution including soil, dust, stored hazardous materials, and construction activities.

### 3.2 WATER DISPOSAL

#### A. Non-Storm Water Discharges

- 1. Follow provisions in non-storm water discharge plan if discharging groundwater, wash water, or other non-storm water discharges.

### 3.3 WASTE MANAGEMENT & DISPOSAL

- A. Segregate, stage, label/mark, and properly manage waste at the jobsite in a manner that complies with applicable regulations and to facilitate proper disposal.
- B. Characterize all liquid wastes, solid wastes, and other wastes prior to removing from the project site. Sampling and analysis shall adhere to the Sampling and Analysis Plan.
- C. Project Manager or appropriate District personnel will review laboratory analysis results for District acceptance of Contractor Characterization of waste classification.
- D. Project Manager or appropriate District personnel will obtain a Hazardous Waste Generator's EPA ID Number if required for disposal of Hazardous Wastes.
- E. Non-hazardous waste shall be disposed as outlined in the approved Waste Management Plan.
- F. Waste materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Unless pre-approved by the Project Manager or appropriate District personnel for direct hauling, excavation materials shall be stored or stockpiled at each site until classified and accepted for movement by the Project Manager or appropriate District personnel.
- G. Transport materials and/or wastes in accordance with all local, state, and federal laws, rules, and regulations.

### 3.4 AIR QUALITY CONTROL

- A. Implement all necessary air pollutant construction measures per the Bay Area Air Quality Management District “Basic Construction Mitigation Measures” (BAAQMD CEQA Guidelines May 2017), including, but not limited to the following:
  - 1. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

2. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
  3. All vehicle speeds on unpaved roads shall be limited to 15 mph.
  4. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
  5. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
  6. The contractor shall post a District-furnished, publicly visible sign with District and Air District contact information regarding dust complaints.
- B. Implement all necessary District air pollutant construction measures, including but not limited to the following:
1. Water used for dust control shall not run off the job site and cause erosion or other issues.
  2. Use of reservoir water for dust control is encouraged.
  3. Temporary sources of air emissions (such as portable pumps, compressors, generators, etc.) shall be electrically powered unless the use of such equipment is not practical, feasible, or available.
  4. All portable engines and equipment units used as part of construction shall be properly registered with the California Air Resources Board or otherwise permitted by the appropriate local air district, as required
  5. Minimize the use of diesel generators where possible.
  6. Follow applicable regulations for fuel, fuel additives, and emission standards for stationary, diesel-fueled engines.
  7. Locate generators at least 100 feet away from adjacent homes, schools, and parks.
  8. Perform regular low-emission tune-ups on all construction equipment, particularly haul trucks and earthwork equipment.
  9. On road and off-road vehicle tire pressures shall be maintained to manufacturer specifications. Tires shall be checked and re-inflated at regular intervals.



10. Demolition debris shall be recycled for reuse to the extent feasible

### 3.5 SAMPLING AND ANALYSIS

- A. Sampling shall conform to the submitted Sampling and Analysis Plan and shall include all of the following:
  1. Appropriate methods for handling, preservation, and container selection
  2. A documented chain of custody with:
    - a. An identifying sample number assigned for each sample
    - b. Name and organization of each person having custody of the sample
    - c. Job name and location
    - d. Time of day and date sample taken
    - e. Material sampled
    - f. Tests to be performed
  3. For projects involving acquisition or sampling conducted under regulatory oversight, Quality Assurance & Quality Control (QA/QC) samples shall be collected and analyzed.
- B. Analytical methods shall be appropriate and approved for the purpose of the sampling.
  1. Analysis of wastes shall be conducted according to methods listed in Environmental Protection Agency Document SW 846.
  2. Analysis of wastewaters and sanitary sewer discharges shall comply with methods outlined in 40 CFR 136.
- C. Submit laboratory analysis results that include:
  1. Sampling and analytical methods
  2. Sample locations
  3. Completed Chain of Custody
  4. QA/QC reports received from the laboratory
  5. Drawings, maps, photographs, or other descriptions that clearly identify what location or material is represented by the sample

END OF SECTION

# EXHIBIT M

## List of District-Approved Treatment and/or Disposal Sites for Various Waste Types as of March 2021

Note: All of the following transfer, treatment and/or disposal sites have been audited by the District and found to be acceptable, as of the time of the audit, for disposal of waste generated in the course of District projects. Since changes in facility ownership, operation, financial health, and waste acceptance policies may occur at any time among transfer, treatment and disposal facilities, the District makes no guarantee that the facilities listed below will be available or acceptable at the time of disposal. All disposal arrangements need to be pre-approved by the District through the Material Disposal Plan submittal required in Section 01 35 44 of this specification, as well as with the disposal facility through their waste acceptance process. All waste generated in the course of District projects must be treated or disposed of at one of the facilities on this list. If a facility from this list is selected that transfers the waste to another facility for treatment and/or disposal, the District will require evidence that the waste is treated and/or disposed of at one of the approved facilities on this list.

| Facility Name   | Facility Location              | Type of Waste Accepted   |   |
|---|--------------------------------|--|---|
|   |                                | General  | Detailed  |
| Acme Landfill   | Martinez, CA                   | Class II, non-hazardous waste (I and III cells are CLOSED)                       | Construction-demolition (CD) debris, green waste, scrap metal, wood waste, appliances, other (clean fill, concrete, ceramic tile, asphalt, sheet rock, furniture)   |
| AERC Recycling Solutions (Currently part of Clean Earth, Inc.)    | Hayward, CA                    | Operated under Standardized Hazardous Waste Facility Permit (Series A) with DTSC | Universal waste and e-waste collection and recycling.   |
| Altamont Landfill & Resource Recovery Facility                    | Livermore, CA                  | Class II & III non-hazardous waste landfill                                      | Municipal waste, construction debris, industrial waste, contaminated soils, liquid waste, sludges, treated auto shredder waste (TASW) metal, treated wood, green waste, friable and non-friable asbestos  |
| Aqua Clear Farms  | Rio Vista, CA                  | Class II, drilling mud only  | Primarily drilling mud and cuttings from oil and gas exploration; typically 20-30% solids, 58-79% water and 1-2% hydrocarbons   |
| California Asbestos Monofill                                      | Copperopolis, CA               | inert asbestos-containing waste only   | Asbestos and inert waste tires  |
| Chemical Waste Management, Inc. - Kettleman                       | Kettleman City, CA             | Class I, RCRA and Non-RCRA hazardous waste landfill                              | Accepts everything but compressed gases, radioactive waste, infectious material, explosives. NOTE: batteries, mercury, acids, acids requiring neutralization, fuels, oil recycling and wastes requiring incineration are transferred offsite for treatment/disposal at secondary facilities. If used, must ensure secondary facility has been audited by District |
| Clean Harbors (aka Safety Kleen, formerly Laidlaw) - Buttonwillow | Buttonwillow, CA               | Class I, RCRA and Non-RCRA hazardous waste treatment / landfill                  | All RCRA haz waste (except flammables, PCBs > 50 ppm, med waste, explosives, and rad waste > 20,000 pCi); hazardous bulk solid and liquid wastes  |
| Clean Harbors Environ. Services, Inc. (Formerly Laidlaw)          | 5756 Alba St., Los Angeles, CA | RCRA and Non-RCRA hazardous waste treatment                                      | Inorganic acids and bases, industrial wastewater, household haz waste, ethylene glycol, waste oils, batteries, incinerator ash, halogenated solvents, fluorescent and mercury lamps, mercury materials, PCBs, labpacks, asbestos  |

| Facility Name   |  | Facility Location  | General   | Type of Waste Accepted | Detailed |
|---|--|--|---|------------------------|----------|
| Safety-Kleen of California (Clean Harbors, formerly Evergreen Oil, Inc.)                                    | Newark, CA                                     | Class 1, RCRA Part B hazardous waste treatment           | used oil, used oil filters, used anti-freeze, RCRA fuel and contaminated petroleum products, and RCRA/non-RCRA oily wastewater  |                        |          |
| Clean Harbors Environmental Services (formerly Solvent Service, Inc., SSI)                                  | 1021 Berryessa Road, San Jose, CA 95133        | RCRA and Non-RCRA hazardous waste                        | Solvents, fuels, oils certain paints, corrosive liquids and solids organic and inorganic wastewaters, bulk and drummed solids, lab packs and RCRA solids (D004-D011, F006, D018-D043). T&S main facility handles container & bulk liquids for transfer - consolidation. Additional rail spur transfer facility is permitted.  |                        |          |
| Clean Harbors Wilmington LLC (aka Teris LLC - ENSCO West)   | Wilmington, CA                                 | RCRA and Non-RCRA hazardous waste                        | Oil recycling, storage and transfer facility for containerized liquid and solid hazardous waste; wastewaters treated at Clean Harbor's San Jose and/or other CH disposal facilities; incinerable wastes shipped to their Aragonite, UT, Kimball, NE, or El Dorado, AR; landfills sent to their Buttonwillow, CA               |                        |          |
| Crosby & Overton  | Long Beach, CA<br>Oakland, CA transfer station | RCRA Part B and Non-RCRA hazardous waste                 | Bulk liquids for on-site treatment: non-hazardous hydrocarbon-contaminated water, non-RCRA oily water and RCRA-D001 and/or D-18 (oil waters with gasoline). Drummed liquids & solids (roll-offs & triwalls): non-hazardous, non RCRA & RCRA, lab packs and household hazardous waste.   |                        |          |
| Depressurized Tech. (DTI)   | Morgan Hill, CA                                | Class I, aerosol cans only (RCRA, non-RCRA, and non-haz) | Aerosol cans recovery & recycling (hazardous/non-hazardous; empty/full/partially full)  |                        |          |
| D/K Dixon   | Dixon, CA                                      | Non-RCRA   | Used oil, oily water, used antifreeze   |                        |          |
| Dunbarton Quarry  | Fremont, CA                                    | Nonhazardous soil and fill disposal reclamation site     | Dunbarton Quarry is operated and maintained by Pacific States Environmental Contractors, Inc. This facility is not open to the public and only accepts fill that is properly sampled/tested and within the acceptance criteria of Dunbarton Quarry. Each project must go through an environmental review prior to acceptance. |                        |          |
| ECDC Environmental, L.C.  | East Carbon, UT                                | Class V, non-RCRA hazardous waste                        | non-RCRA hazardous waste contaminated soils, non-regulated PCB wastes, municipal solid waste, commercial and industrial solid waste, construction/demolition waste; special waste allowed by Utah (e.g. California hazardous waste)   |                        |          |
| Evoqua Water Technologies (formerly Norris Environmental, U.S. Filter Recovery, Siemens Water Technologies) | Vernon, CA                                     | Class I, RCRA hazardous waste treatment                  | RCRA solid and liquid waste treatment: acids, caustics, cyanide, chromate, trace organic compounds, hydrocarbons/oils   |                        |          |
| Forward Landfill, Inc.  | Manteca, CA                                    | Class II and III; non-hazardous waste                    | Non-hazardous waste, PCBs, and oily waste, friable and non-friable asbestos; trench spoils, drilling muds, sewage sludge, construction debris, oily soils   |                        |          |
| Jess Ranch  | 15850 Jess Ranch Rd., Tracy, CA95377           | Clean fill and biosolids                                 | Clean fill but only after testing including processed organic materials (food waste, green waste, wood waste). Other feedstock may include: organics, contaminated paper, natural fiber products and other inert materials (gypsum, clean C&D, untreated wood waste), biosolids organics composting facility                  |                        |          |

| Facility Name   |   | Facility Location   | General   | Type of Waste Accepted | Detailed |
|---|---|---|---|------------------------|----------|
| John Smith Road Landfill  | 2650 John Smith Road, Hollister, CA                         | Municipal solid waste and household hazardous waste                             | Residential waste, asphalt, concrete, tires, wood waste, and household hazardous wastes accepted. This landfill no longer accepts biosolids.  |                        |          |
| Keller Canyon Landfill Company (Republic Services)  | 901 Baily Rd. Pittsburg, CA                                 | California Class II and III landfill that meets Federal Subtitle D requirements | Municipal solid waste, selected contaminated soils, shredder waste, commercial and industrial waste, filter cake/dewatered sludge, agricultural waste, construction/demolition debris, sewage sludge, spent catalyst fines, cannery waste, clean soils, off-spec products   |                        |          |
| Kleen Industrial Services/ Kleen Blast  | Hayward, CA   | New and recycled paint blast  | New copper slag for paint blasting. Used slag can be returned to Kleen Blast and recycled if passes the TCLP test and is not RCRA hazardous waste. Used blast must be evaluated by the District's Regulatory Compliance Office BEFORE it is given to this vendor.   |                        |          |
| La Vista Quarry   | 28814 Mission Blvd., Hayward, CA                            | Class III, Construction Debris  | Asphalt & concrete (<3' long), concrete with rebar (<3" from concrete), clean rock and gravel, asphalt roof tiles, broken toilets for recycling and with hardware removed.  |                        |          |
| Lighting Resources, LLC   | 1522 East Victory St, #4, Phoenix, AZ                       | Universal waste recycling   | Commercial recycling facility for waste fluorescent lamps, ballasts, batteries, electronic waste and mercury devices.   |                        |          |
| Newby Island Sanitary Landfill  | Milpitas, CA  | Class III, non-hazardous waste  | Municipal solid wastes, industrial waste, construction/demolition waste, contaminated soils, clean soils, water treatment sludge, and wastewater sludge, grit, and screenings. No liquids, asbestos, or untreated infectious materials.   |                        |          |
| Phibro-Tech, Inc.   | Santa Fe Springs, CA  | RCRA hazardous waste treatment and recycler/recovery                            |   |                        |          |
| Philip Services Corp, dba 2 1st Century EMI   | Fernely, NV   | RCRA TSDF recycler  | Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery  |                        |          |
| Potrero Hills Landfill  | Suisun City, CA   | Class III, Municipal Solid Waste Landfill                                       | Alkaline batteries for shredding and recycling, inorganic liquid wastes (acids and bases), lab packs containing total organic carbon at or less than 10% per drum. Also a transfer facility to organic wastes.  |                        |          |
| Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Company | Roosevelt, WA   | Class III, non-hazardous waste  | Municipal solid waste, agriculture and industrial waste, construction/demolition waste, composts green waste, electronic and 'white goods' recycling. We send our waste polymer sump rinsate to this facility.  |                        |          |
| Recology - Hay Road Landfill  | Vacaville, CA<br><b>do not use site in Gilroy, CA 95020</b> | Class II, Municipal Solid Waste Landfill  | Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.   |                        |          |
| Redwood Landfill  | Novato, CA  | Class III, non-hazardous waste  | Municipal solid waste, agriculture and industrial waste, construction/demolition waste, sewage sludge and resell treated biosolids; recycling program of green, food, and wood wastes for composting, reuse of concrete and asphalt, and transfer station for e-waste, tires, and metals. Also accepts NON-hazardous waste contaminated soils, friable and non-friable asbestos, and other designated special wastes. |                        |          |
|   |   |   | Municipal solid waste, construction debris, petroleum-contaminated soil, grit and grease, dredge and fill material, non-friable asbestos, incinerator ash, treated wood, storm drain cleanings, holding tank pumpings, agricultural wastes, triple-rinsed pesticide containers, sewage sludge. No liquids accepted.   |                        |          |

| Facility Name   |                             | Facility Location   | General   | Type of Waste Accepted | Detailed |
|---|-----------------------------|---|---|------------------------|----------|
| Rho-Chem, LLC.<br>(subsidiary of Philip Services Corp)                      | Inglewood, LA<br>County, CA | RCRA storage and treatment  | Class I - RCRA and Non-RCRA - spent solid and liquid recycler   |                        |          |
| RMC Pacific   | Pleasanton, CA              | Clean fill and concrete recycling   | A good source of clean fill to purchase. If bringing unneeded construction material such as concrete debris, construction debris and/or asphalt debris, do NOT deposit this material at the Granite and Central Concrete sites located within the RMC site. Deposit this material onto the RMC site only  |                        |          |
| Rock Creek Landfill<br>(Calaveras Co. owned)                                | Milton, CA                  | Class II, non-hazardous waste   | Municipal garbage, construction /demolition debris, petroleum-contaminated soil <1000 ppm, sludge, ash, tires, green waste, treated wood; <b>accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only</b>   |                        |          |
| Safety Kleen  | Denton, TX                  | Class I, RCRA and Non-RCRA hazardous waste  | Hazardous waste recycling, metals recovery, and bulk storage liquid and solid hazardous waste.  |                        |          |
| Safety-Kleen,<br>Sacramento   | Sacramento, CA              | RCRA and Non-RCRA hazardous waste   | Paint, dry cleaning solvents, antifreeze, mineral spirits, immersion cleaning solvents, oil filters, photochemical solutions steel wool cartridges and silverflake for recycling and transferring to other treatment facilities.  |                        |          |
| Salesco Systems USA   | Phoenix, AZ                 | RCRA and non-RCRA solid and liquid mercury and PCB waste from electrical components | Mercury wastes including liquid mercury, mercury compounds and solutions, and mercury contaminated soil; all types of lamps (sodium and mercury vapor, fluorescent, neon); activated carbon contaminated with mercury; PPE contaminated with mercury; PCB wastes from ballasts, transformers and other electrical equipment   |                        |          |
| Simco Rd. Regional Landfill,<br>owned/operated by Idaho Waste Systems, Inc. | Boise, ID                   | Class III, RCRA Subtitle D, Non-haz municipal fill, solid waste                     | Municipal solid waste, sewage sledge, C&D waste, contaminated soil, asbestos, non-haz special wastes, liquids   |                        |          |
| US Ecology, Inc.  | Beatty, NV                  | Class I, RCRA and Non-RCRA hazardous waste  | RCRA (D, F, D, P and U authorized waste codes), solid chemical wastes, drummed and bulk solid wastes, PCB-contaminated materials at TSCA levels (liquid and solids), filter concentrate and cake and corrosive liquids  |                        |          |
| Vasco Road Landfill,<br>LLC (Republic Services)                             | Livermore, CA               | Class II and III non-hazardous waste  | Municipal solid wastes, construction & demolition debris <b>INCLUDING</b> dry wall and non-friable asbestos containing materials, clean (naturally uncontaminated) soil, sewage & wastewater treatment sludge & grit, industrial sludges & filters from cleaning processes (foundry slag and sand), petroleum & lead contaminated soils and drilling muds (Class II and III), green waste for recycling (bio-solids, scrap metal, asphalt/concrete crushing). |                        |          |
| Veolia Environmental Services (ES)<br>Technical Solutions (Formerly AETS)   | Richmond, CA                | Oil recycling, containerized RCRA and non-RCRA hazardous waste for transfer         | RCRA and non-RCRA haz wastes, household haz waste for transfer to secondary facility for treatment and/or packaging - disposal. Accepts: wastewater, contaminated soils, inorganics, organics, paint sludges, pesticides, reactives, halogenated and nonhalogenated solvents, heavy metals, acids, caustics, and oils. <b>NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use</b>  |                        |          |



| Facility Name   |  | Facility Location | General  | Type of Waste Accepted   | Detailed |
|---|--|-------------------|--|--|----------|
| Vulcan Materials Co.<br>West Winton Ave.<br>Landfill (aka Russell<br>City Dump, All City<br>Dump, KOFY site,<br>AC Flood Control Dist<br>disposal site). Landfill |  | Pleasanton, CA    | Class III, Land reclamation<br>& aggregates recycling          | Low moisture content, non-water soluble, non-decomposable, non-hazardous inert wastes. Construction & demolition wastes and excavated earth. Clean fill (no contaminants or organic material). Recycled asphalt, cinder blocks, bricks, concrete, clean rock/gravel. No liquids. |          |
| World Oil Recycling   |  | Hayward, CA       | Class III (Limited<br>Operation)                               | Accepts clean soil with bits of asphalt. No concrete   |          |
|   |  | Compton, CA       | Operated under a Hazardous<br>Waste Facility Permit by<br>DTSC | Used oil recycling facility. Also accepts oily wastewater, oily solids, waste fuels, contaminated petroleum products, oil filters, used antifreeze, and paints.  |          |

**Do not use Lakeland Processing Company, Santa Fe Springs, CA**  
 American Recovery filed for Bankruptcy in 2006 they have since closed and have been removed from the list.  
 \\w-fp-ab-2.win.ebnud\data\workgroups\omd\rcol\ECS\Haz Waste\Disposal Facility Audits\List of Acceptable TSDF Facilities to Append to Specs.xls

# **Exhibit N**

## **Liquidated Damages**

### **TRENCH SOILS MANAGEMENT AND REMOVAL**

#### 8.2 Liquidated Damages

8.2.1 Should the Contractor fail to complete all or any portion of the Work within the schedule agreed upon prior to the work or within such extra time as may be allowed for delays by formal extensions granted by the District, deductions will be made from the Contractor's earnings for the time that the Work remains incomplete beyond the specified completion time. Liquidated damages will be apportioned such that the Contractor will be responsible for all delays not otherwise properly subject to time extensions.

8.2.2 Liquidated damages cover only certain damages and are limited to the cost of administration, overhead, and general loss of use of the facility by the District as a result of a delay, and does not cover any other type of damages set forth in Section 8.2.3. It being impracticable or extremely difficult to fix the actual amount of damage for the above-referenced categories of damages, the parties agree that the amounts set forth in this Contract as liquidated damages will be deducted from any money due the Contractor under the contract. Should the amount of the damages exceed the amount due the Contractor, the Contractor and its sureties shall be liable for the excess.

8.2.3 Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from defective work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against the District as a result of delay (e.g., delay or delay-related claims of other contractors, Subcontractors or tenants), and defense cost thereof. The Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due the District.

8.2.4 The deductions for liquidated damages shall be:

\$5,500 /day from the required completion date of a trench soil removal project.

8.2.5 At the District's option, the deduction for liquidated damages will begin with the first progress payment following the incurrence of liquidated damages.

8.2.6 The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration.

# EXHIBIT O

## VIDEO MONITORING AND DOCUMENTATION

### Trench Soils Management and Removal

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section includes:

1. Audio-video documentation utilizing digital recording of surface features, supplemented by photography, that may be taken along the entire length of the haul route and intersecting roadways.
  - a. Prior to audio-video recording of the project, all areas to be inventoried shall be investigated visually with notations made of items not readily visible by audio-video recording or supplemental photographic methods.

##### 1.2 SITE SURVEY AUDIO-VIDEO RECORDING REQUIREMENTS

- A. The Contractor shall employ a qualified videographer, experienced in taking properly documented and annotated video to perform the Pre-Construction Site Survey, which shall be completed a minimum of 7 calendar days prior to commencement of a Trench Soil removal project.
- B. Pre-Construction Site Survey: The Contractor shall perform a Pre-Construction Site Survey of the haul route excluding interstates and freeways.
- C. Prior to commencement of the Pre-Construction Site Survey recording, the Contractor shall notify the Engineer in writing within 48 hours of the recording. The District will provide a designated representative to accompany and observe audio-video recording operations. Audio-video recording completed without a District Representative present will be unacceptable unless specifically authorized in writing and in advance by the District.
- D. Provide a copy of the Pre-Construction Site Survey to the District for review and comment. The Survey shall include all audio-video recordings, photography, annotations and all documentation. If the Engineer determines that critical areas are missing from the survey, the Contractor shall provide additional recording and documentation of the requested area and locations.
- E. Post-Construction Site Survey: The Contractor shall perform a Post-Construction Site Survey of the same areas recorded in the Pre-Construction Site Survey. The



Engineer will review post-construction survey findings with the Contractor and develop a complete listing of project site restoration requirements to be accomplished by the Contractor. Prior to commencement of Post-Construction Site Survey recording, the Contractor shall notify the Engineer in writing within 48-hours of the recording. The District will provide a designated representative to accompany and observe audio-video recording operations. Audio-video recording completed without a District Representative present will be unacceptable unless specifically authorized in writing and in advance by the District.

- F. The Contractor shall be responsible for repairing any damage or defects not documented as existing prior to construction.

## PART 2 - PRODUCTS

### 2.1 AUDIO-VIDEO RECORDING

- A. The resolution of the video shall be 1080p or higher.
- B. The format of the site survey shall be a digital audio-video file in mp4, avi, or mpg with narrative.
- C. Each recording shall contain the following information and arrangement at the beginning as a title screen:
  - 1. "EBMUD"
  - 2. PROJECT NAME
  - 3. CONTRACTOR: (Name of Contractor)
  - 4. DATE: (When video was recorded)
  - 5. VIDEO BY: (Firm Name of Videographer)
  - 6. LOCATION: (Description of Location(s), View(s), Direction of Travel)
- D. Information appearing on the video recording must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Time must be accurate and continuously displayed on the recording.
- F. Written documentation must coincide with the information on the recordings so as to make easy retrieval of locations at a later date.
- G. The video recording system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives.

- H. The finalized audio-video recordings shall be saved on appropriate physical media (e.g. USB flash drive, DVD) viewable on computer with standard media player software and shall contain a Table of Contents outlining the file folder hierarchy and description of files included.
- I. The physical media shall be labeled with the following information:
  - 1. “EBMUD”
  - 2. Project Name
  - 3. Date of Recording
  - 4. Contractor Name
  - 5. Videographer Name
- J. Ownership of Recordings: All audio-video recordings will become the property of the District.
- K. Any portion of the recorded coverage deemed unacceptable by the Engineer shall be re-taped by the Contractor at no additional cost to the District.

## PART 3 - EXECUTION

### 3.1 VIEWS AND NARRATIVE REQUIRED

- A. Prior to conducting the survey, the Contractor shall discuss with the Engineer to establish specific areas that must be recorded. If surveying of these areas requires private property access, the Contractor shall obtain written permission from the property owner(s), which shall be submitted to the Engineer.
- B. Such coverage may include, but not be limited to, existing driveways, sidewalks, pavement, curbs, gutters, ditches, berms, roadways, landscaping, trees, culverts, headwalls, and retaining walls, fencing, gates, handrails, signage, manholes, vaults, utility boxes, lighting, traffic signals and controls, loop detectors, landscaping, irrigation controllers, street furniture, buildings, equipment, appurtenances, structures, and other existing features etc. located within the work zone.
- C. All video recording shall be done during times of good visibility. No outside recording shall be done during periods of visible precipitation, mist, fog, or when the ground area is covered with snow, standing water, leaves or debris, unless otherwise authorized by the Engineer.
- D. Sufficient sunlight shall be present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects. Shadowing and glare shall be avoided. In order to produce the proper detail and perspective, adequate auxiliary lighting shall be provided to fill in shadow areas caused by trees,

utility poles, road signs and other such objects, as well as other conditions requiring artificial illumination.

- E. The camera shall be firmly stabilized such that transport of the camera during the recording process will not cause an unsteady picture.
- F. The average rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 60-feet per minute. Panning rates and zoom-out rates shall be controlled sufficiently so that playback will produce adequate clarity of the object and features of interest being viewed.
- G. When conventional wheeled vehicles are used as conveyances for the recording, the distance from the camera lens to the ground shall be such as to ensure proper perspective. In instances where tape coverage will be required in areas not accessible to conventional wheeled vehicles, such coverage shall be obtained by walking or by special conveyance approved by the Engineer but with the same requirements for tape quality and content as specified herein, except as may be specifically exempted by the Engineer.
- H. When detail of areas in question are unable to be captured on video, high-resolution digital photography of adequate resolution shall be used to supplement video, with written annotations and descriptions.
- I. The video recorder shall take special efforts to point out and provide audio commentary on cracking, breakage, damage, settlement and other defects in existing features. Restrict commentary to factual descriptions of all features without commentary on causation.

END OF DOCUMENT