



# EAST BAY MUNICIPAL UTILITY DISTRICT

375 Eleventh Street, Oakland, CA 94607

June 23, 2023

ADDENDUM NO. 2

TO PROSPECTIVE PROPOSERS FOR THE RFP FOR TRENCH SOILS MANAGEMENT AND REMOVAL

Notice is hereby given that the subject RFP from the East Bay Municipal Utility District (District) has been revised as set forth below:

1. On page 5 of Exhibit A-Proposal Form, after the last sentence and before the table, insert:

“Prices shall include end-use tipping fees.

The Proposer’s values in the Proposal Form shall be substantiated in Exhibit E- General Services Agreement (Exhibit I- Service Rate Schedule).”

## Exhibit E: General Services Agreement

1. On page 0, replace “Exhibit K Covid-19 Vaccination and Testing” in its entirety with “Exhibit K Project Utility Sources and Site Conditions”.
2. On page 0, after “Exhibit O Video Monitoring and Documentation”, insert “Exhibit P Trench Soils Stockpile Sites”.
3. On Page A-2 of Exhibit A- Scope of Services, before the statement “Contractor shall provide all necessary labor, supervision, equipment, and materials to complete the following tasks:” insert:

“Contractor shall include end-use tipping fees in the costs for export of Trench Soils, asphalt, concrete, trash, and debris.”

4. On Page A-4 of Exhibit A- Scope of Services, Task 1, A. District Stockpile Management, after paragraph a., xviii insert:

“xix. The schedule and quantity of Trench Soils imported daily to the Briones and Miller Road stockpile vary. Currently, Briones can expect approximately 25 truck round trips per day and Miller Road approximately 5 truck round trips per day.”

5. On Page A-5 of Exhibit A- Scope of Services, Task 1, B. Topographic Surveys, after paragraph d. insert:

“e. A licensed surveyor is not mandatory for performing services in this section.”

6. On Page A-9 of Exhibit A- Scope of Services, Task 2, D. Soil Removal Site Operations, replace paragraph d. in entirety with:

“d. Prior to soil removal, Contractor shall purchase, install, and maintain wildlife exclusion fencing around the stockpile area at Briones and Miller Road for at least the duration of the soil removal project. The fencing shall be installed around the Trench Soil Storage Area as depicted in Figure 2 and Figure 3 of Exhibit P-Trench Soils Stockpile Sites. Fencing shall be E-Fence by ERTEC Systems or equal as approved by the District’s engineer.”

7. On Page A-9 of Exhibit A- Scope of Services, Task 2, D. Soil Removal Site Operations, after paragraph j.:

“k. Contractor shall provide dust control measures during soil removal projects.”

8. On Page A-9 of Exhibit A- Scope of Services, Task 2, E. Permits, after paragraph c. insert:

“d. The District will obtain conditional use permits from Alameda and Contra Costa County, if needed.”

9. On Page A-11 of Exhibit A- Scope of Services, Task 3, A. SWPPP/BMPs, replace paragraph b. in entirety with:

“b. Contractor shall complete and submit a SWPPP required inspection checklist weekly for the Briones stockpile and at a mutually agreed upon frequency at the Miller Road stockpile. The inspection checklist will be provided by the District. During the wet weather season, inspections may be supplemented with wet weather inspections performed by the District. Contractor is not required to be a Construction General Permit Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD) to perform SWPPP inspections described in this section. All other SWPPP inspections will be conducted by District.”

10. On Page A-12 of Exhibit A- Scope of Services, Task 4, A., a. Fieldwork Preparation, replace paragraph iii. in entirety with:

“iii. Contractor shall provide adequate notification to Underground Service Alerts prior to the start of fieldwork and shall follow the requirements of Exhibit K - Project Utility Sources and Site Conditions.”

11. Replace “Exhibit I- Service Rate Schedule” dated 6/9/2023 in its entirety and replace with the with attached “Exhibit I- Service Rate Schedule” dated 6/23/2023.

12. Remove “Exhibit K- Covid-19 Vaccination and Testing” in its entirety and replace with the attached “Exhibit K – Project Utility Sources and Site Conditions”.

13. Insert the attached “Exhibit P- Trench Soils Stockpile Sites” in its entirety after “Exhibit O- Video Monitoring and Documentation”.

ACKNOWLEDGMENT OF RECEIPT OF THIS ADDENDUM SHALL BE INDICATED BY INSERTING THE ADDENDUM NUMBER AND ITS DATE ON PAGE 2 OF EXHIBIT A- RFP RESPONSE PACKET.



Prashay Mehta

Associate Civil Engineer

Operations and Maintenance Support Department

## EXHIBIT I: SERVICE RATE SCHEDULE

### No 1. District Stockpile Site Management

Description	Assumed Quantity	Unit	Unit Cost
Mobilization including Demobilization Per Event at Miller Road and Amador	122	Each	
Management of Briones Trench Soil Stockpile, including: 1. Quarterly Topographic Survey of Briones and Miller Road, Annual Topographic Survey of Amador 2. Project Management 3. Environmental Management	60	Month	
Management of Miller Road Trench Soils Stockpile	120	Day	

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

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

### No 3. Construction Debris / Trash Disposal

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

### No. 5 Direct Hauling

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

## EXHIBIT K

### SECTION 01 18 05

#### PROJECT UTILITY SOURCES AND SITE CONDITIONS

##### PART 1 - GENERAL

###### 1.1 SUMMARY

- A. Contractor shall pay attention to the existing (known and unknown) utilities at or near the project site and site conditions.

###### 1.2 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, tide stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the District or included in these Contract Documents. Any failure by the Contractor to become acquainted with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall field verify the depth and location of all buried utilities, and existing systems, and location of hazardous waste and contaminants as part of the contract. The Contractor shall promptly report in writing to the Project Manager any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby.

###### 1.3 EXISTING UTILITIES AND IMPROVEMENTS

- A. All overhead and underground utilities may not be shown on the drawings. The Contractor shall take all necessary precautions to avoid damage to existing utilities.
- B. The Contractor shall notify Underground Service Alert (USA) at least four (4) days prior to excavation, telephone 811. The Contractor shall also contact all utility

owners not registered with USA but known to have utilities in the project area to field locate underground utilities at least four (4) days prior to excavation.

- C. Known existing underground conduits, pipelines and other utilities have been shown on the contract drawings in their approximate locations with reasonable accuracy. However, the accuracy or completeness of utilities indicated on the drawings is not guaranteed. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. All potholing or other procedures for verifying utility location shall be performed by the Contractor as necessary to prepare for its excavation at least four (4) work days in advance of scheduled excavation and/or prior to fabrication of any appurtenances. The Contractor shall immediately notify the Project Manager as to any utility located by the Contractor which has been incorrectly shown or omitted from the drawings.
- D. An underground utility is indicated with reasonable accuracy if the indicated horizontal centerline is within 36-inches of the actual horizontal centerline when measured along the centerline of the project pipeline.
- E. Existing utilities that are shown, or that are made known and located, to the Contractor prior to excavation and that are to be retained and all utilities that are constructed during excavation operations shall be properly supported and protected from damage during the progress of the work.
- F. As-builts shall be updated to reflect all utilities encountered whether indicated on the contract drawings or not.
- G. Attention is directed to the possible existence of underground utilities not indicated on the plans and to the possibility that underground utilities may be in a location different from that indicated on the plans. The Contractor shall ascertain the exact locations of underground utilities whose presence is indicated on the plans, the locations of their service laterals and the location of any other underground utilities and service laterals which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage such utilities or interfere with their service. All potholing or other procedures for verifying underground utility locations shall be performed by the Contractor at least four (4) work days in advance of scheduled excavation and/or prior to fabrication of appurtenances.
  - 1. If the Contractor cannot locate an underground utility whose presence is indicated on the plans, the Project Manager shall be notified in writing. If the Project Manager determines that the underground utility for which such notice has been given has not been depicted on the plans with reasonable accuracy (within 36-inches horizontally of actual location), the additional cost incurred in locating the utility will be paid for as extra work as provided in Article 15 of Exhibit B General Requirements.
  - 2. If the Contractor discovers underground utilities not indicated on the plans, Contractor shall immediately give the Project Manager and the Utility

Company written notification of the existence of such utility. Such utilities shall be located and protected from damage as directed by the Project Manager and the cost of such work will be paid for as extra work as provided in Article 15 of Exhibit B General Requirements.

- H. The Contractor shall notify all Owners of utilities when its work is in progress and shall make arrangements as are necessary to make any emergency repairs. Known utilities in the area are listed in Article 1.5 of this Section.
- I. Should any damage to a utility occur during the progress of the work, the Contractor shall notify the District and the utility at once and render every assistance possible to repair the damage and restore the service. No extra compensation nor extension of project time will be made for the repair of any services or utility damaged by the Contractor nor for any damage incurred through neglect or failure to provide adequate protection to existing utilities. The provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- J. Damaged water pipelines may be repaired by the District at the Contractor's expense at the discretion of the Project Manager. Repair work will be coordinated by the District (if in public right-of-way: (866) 403-2683). If the Contractor fails to pay the cost of repairs to water pipelines within thirty days of receipt of the invoice, the District reserves the right to deduct the amount owed from the Contractor's next Progress Payment. If so directed by the Project Manager, the Contractor shall make repairs at its expense.
- K. In the event that the Contractor damages any underground utilities not shown on the plans or not depicted on the plans with reasonable accuracy (within 36-inches horizontally of actual location) or any lateral service the location of which could not be inferred by the Contractor, a written report thereof shall be made immediately to the Project Manager. The Contractor's report shall also advise the Project Manager of any schedule delays. Compensation for such delays will be determined in accordance with Article 17 of Exhibit B- General Requirements. The Contractor shall be entitled to no other compensation for any such damage.
- L. All utilities encountered along the line of the work shall remain continuously in service during all work under the Contract, unless otherwise shown on the drawings, or unless other arrangements satisfactory to the Project Manager are made with the Owner of said utilities.

#### 1.4 CONTRACTOR'S RESPONSIBILITY FOR UTILITY FACILITIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities (e.g., railway, telegraph, telephone, television, power, oil, gas, water, sewer, fuel lines or irrigation systems), the Contractor shall make all arrangements necessary for the protection of these utilities and services.



- B. The Contractor shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- C. Neither the District nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. In no event shall interruption of any utility service be allowed outside work hours unless granted by the Utility owner.
- E. No sand, mud, rocks or other construction debris shall be disposed of in the sanitary sewers, storm sewers, waterways, or creeks.
- F. The Contractor shall replace, at its own expense, any and all existing utilities or structures removed or damaged during construction, to their pre-existing condition unless otherwise provided for in these Contract Documents.
- G. The Contractor shall repair or replace, at its own expense, all pavement damaged during the construction, to its pre-existing condition unless otherwise provided for in these Contract Documents.
- H. Provisions of this Section shall also apply to temporary utilities.

#### 1.5 NAMES OF KNOWN UTILITIES SERVING THE AREA

- A. The following is a list of the known utilities serving the area, but is not limited to:

Name of Utility:

East Bay Municipal Utility District (water)  
 PG&E (electric and gas)  
 AT&T (telephone)  
 Oakland Terminal Railway (railroad)  
 Kinder Morgan (gas pipelines)

#### 1.6 RAILROADS

- A. The Contractor shall not perform work or occupy any part of railroad property without a permit authorizing the same.

#### 1.7 INTERFERING STRUCTURES

- A. The Contractor shall take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid possible difficulties.

- B. The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades (or as required by the Owner), or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workers, or other agents.
- C. Where existing curb/gutter, fences, gates, landscaping, buildings, or any other structure must be removed to properly execute the work, or are damaged during the work, they shall be restored at the Contractor's expense to their original condition or better.
- D. Without additional compensation, the Contractor may remove and replace in a condition as good as or better than original, any small structures such as fences, and signposts that interfere with the Contractor's operations. The Contractor shall obtain written acceptance of their removal and replacement plan by the Project Manager and the item(s) Owner.

#### 1.8 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only with approval of the Project Manager. If existing structures are encountered that will prevent construction as shown, notify the Project Manager before continuing with the work in order that the Project Manager may make such field revisions as necessary to avoid conflict with the existing structures.
- B. If the Contractor fails to notify the Project Manager when a structure which interferes with construction is encountered, and proceeds with the work despite this obstruction, the Contractor shall do so at its own risk with no additional compensation nor extension of Contract Time.
- C. Any Contractor request(s) for additional compensation or extension of Contract Time resulting from necessary field relocations will be considered as set forth in Articles 15 and 17 of Exhibit B General Requirements.

PART 2 - NOT USED

PART 3 - NOT USED

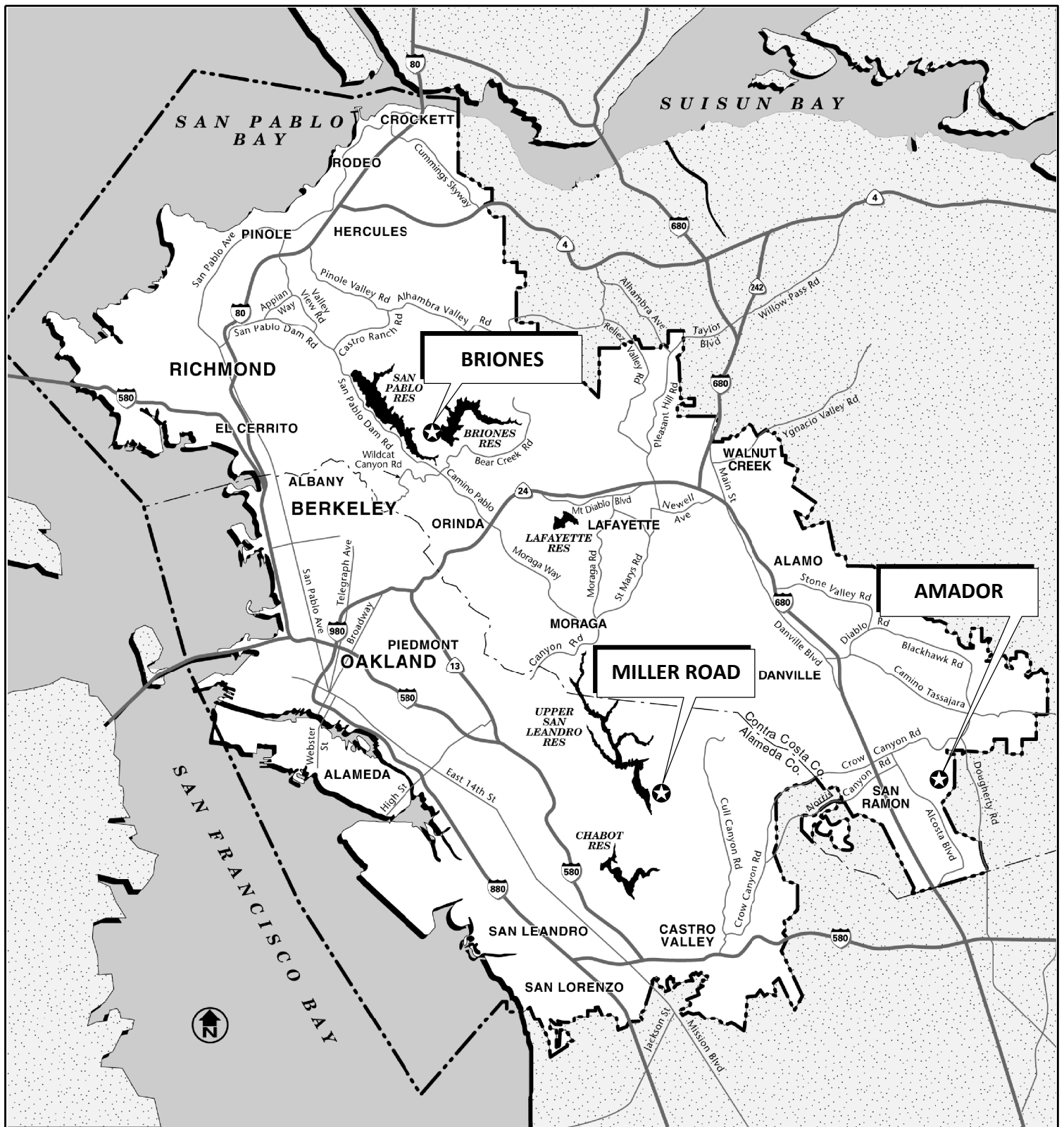
END OF SECTION



## EXHIBIT P

### 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



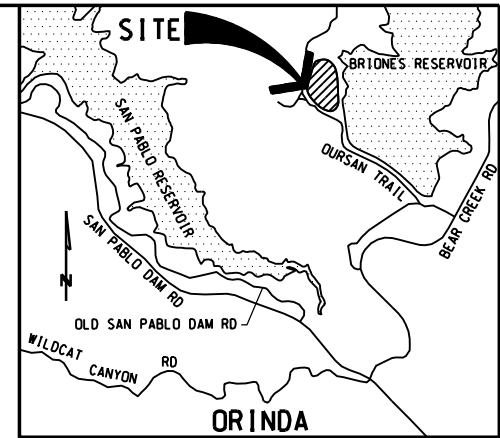
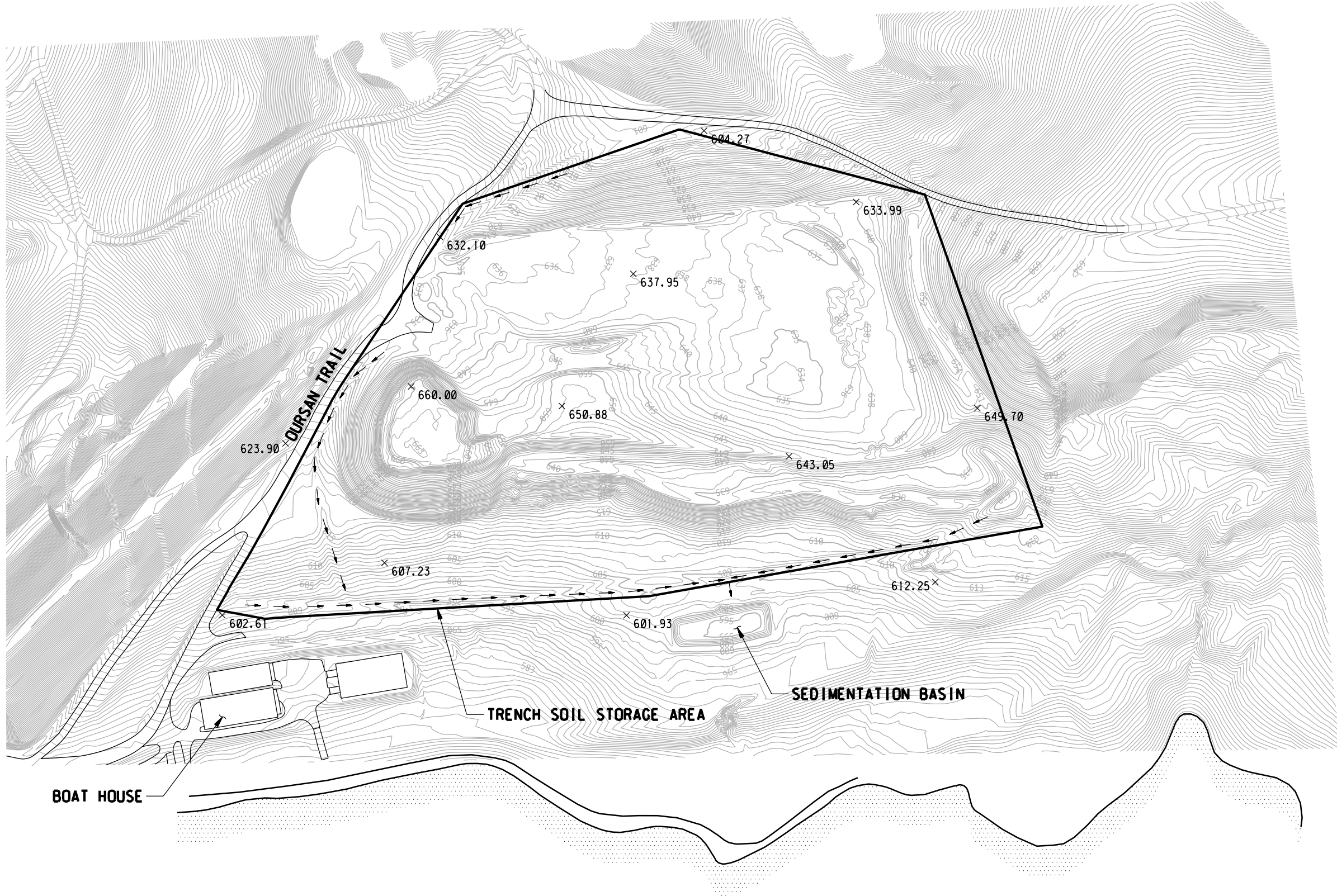
**EAST BAY MUNICIPAL UTILITY DISTRICT**

**EXHIBIT P**

**FIGURE 1**

**TRENCH SOILS STORAGE SITES**

NOT TO SCALE



VICINITY MAP  
N.T.S.

# BRIONES RESERVOIR

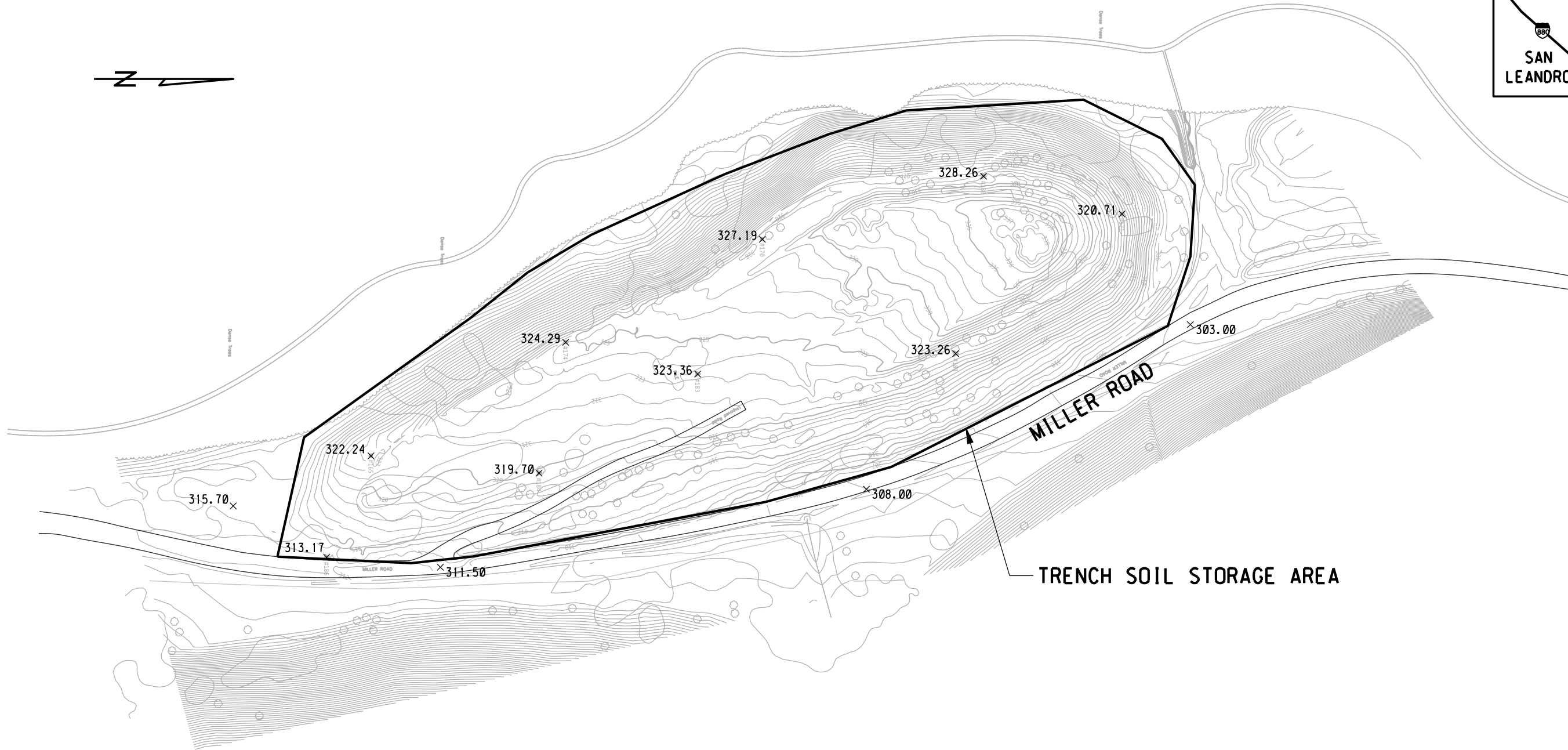
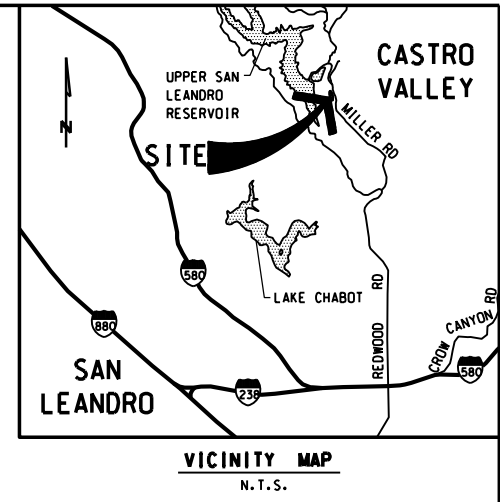
PLAN  
1"=80'

3" ON ORIGINAL DOCUMENT  
0 1 2 3

USER: pqr190  
DATE: 13-APR-2023 13:19  
FILE: H:\sm\scs\TrenchSoil\ssBrionesSite\Figure 2.r00

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

NO.	DATE	REVISION	BY	REC.	APP.



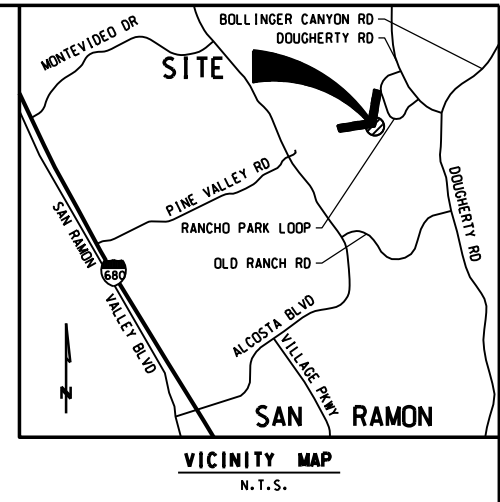
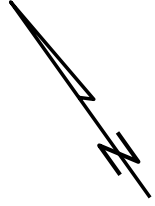
PLAN  
1"=60'



NO.	DATE	REVISION	BY	REC.	APP.

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

SPEC NO.



PLAN  
1"=60'



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

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**Figure 5.  
Water Source Locations**

Site	Water Source
Briones	1 ½" hose bib
Miller Road	1 ½" hose bib
Amador	Hydrant – Meter required. <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



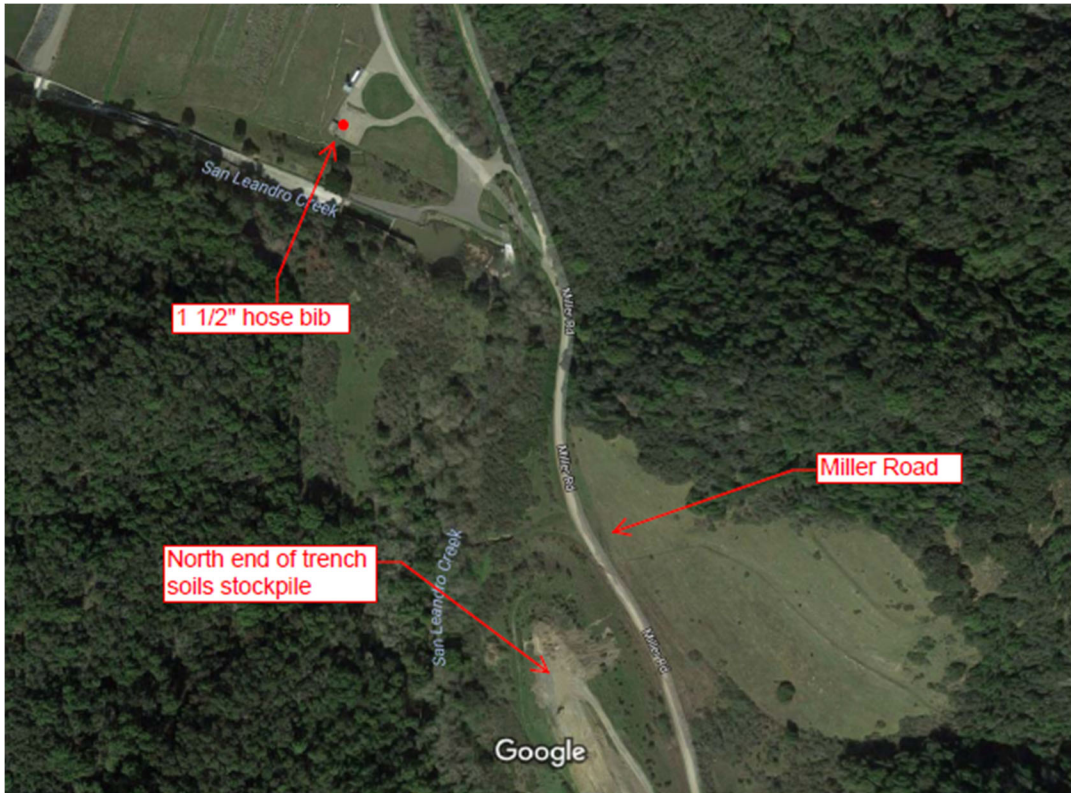


Figure 2. Location of hose bib for construction water at Miller Road



Figure 3. Location of hydrant for construction water near Amador

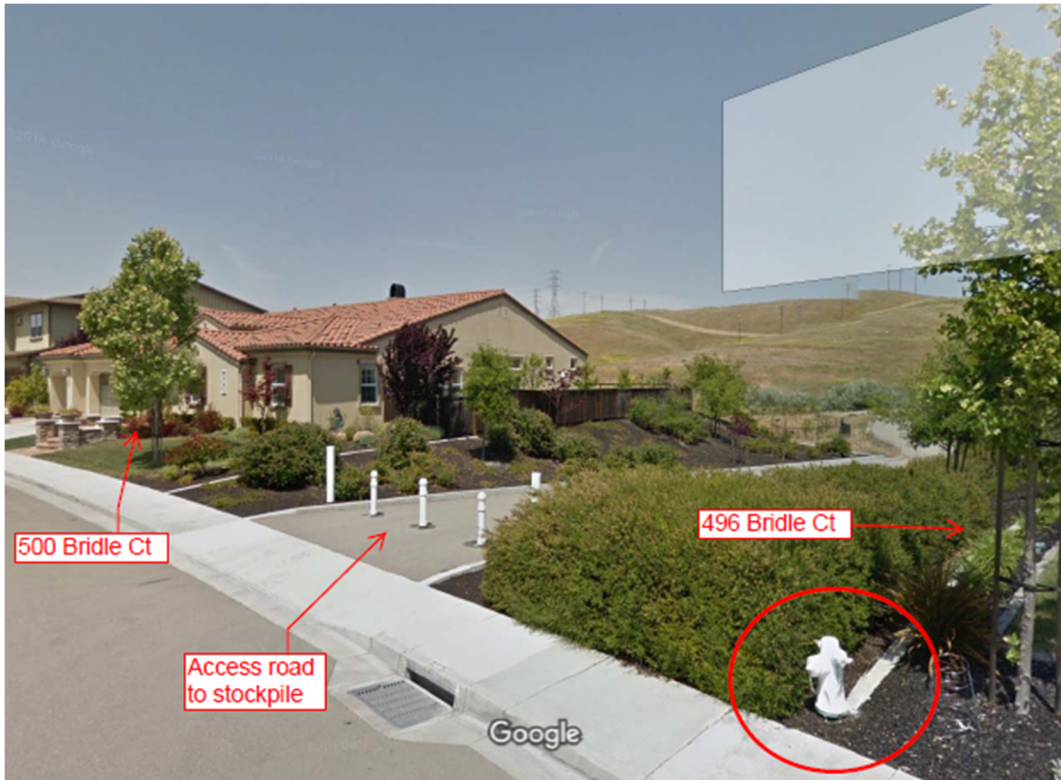


Figure 4. Bollards at end of access road to Amador site  
(Can be lowered during off-haul activities)