

REQUEST FOR PROPOSAL (RFP) for East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Marcie Jimenez, Assistant Engineer
(510) 287-0668
marcie.jimenez@ebmud.com

RESPONSE DUE

December 22, 2023
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO

Marcie Jimenez, EBMUD
marcie.jimenez@ebmud.com

OR

SUBMIT BY MAIL TO

<p>RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc.) to: <i>Marcie Jimenez</i> EBMUD–Water Supply Improvements Division East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells WRD-0123 375 Eleventh Street, MS 407 Oakland, CA 94607</p>	<p>RESPONSE DELIVERED BY MAIL (USPS) to: <i>Marcie Jimenez</i> EBMUD–Water Supply Improvements Division East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells WRD-0123 375 Eleventh Street, MS 407 Oakland, CA 94607</p>
---	---

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for East Bay Plain Subbasin Characterization Well Drilling Project – Single Monitoring Wells

TABLE OF CONTENTS

- I. STATEMENT OF WORK**
 - A. SCOPE
 - B. PROPOSER QUALIFICATIONS
 - C. SPECIFIC REQUIREMENTS
 - D. DELIVERABLES / REPORTS

- II. CALENDAR OF EVENTS**
 - A. MANDATORY SITE WALK/ PROPOSAL CONFERENCE

- III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**
 - A. RFP ACCEPTANCE AND AWARD
 - B. EVALUATION CRITERIA/SELECTION COMMITTEE
 - C. PRICING
 - D. NOTICE OF INTENT TO AWARD AND PROTESTS
 - E. WARRANTY
 - F. INVOICING
 - G. BONDS

- IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**
 - A. DISTRICT CONTACTS
 - B. SUBMITTAL OF RFP RESPONSE
 - C. RESPONSE FORMAT

ATTACHMENTS

- EXHIBIT A – RFP RESPONSE PACKET
- EXHIBIT B – GENERAL SERVICES AGREEMENT
 - Appendix A – Scope of Services
 - Appendix B – Schedule
 - Appendix C – General Requirements
 - Appendix D – Insurance Requirements
 - Appendix E – Payment Terms and Procedures
 - Appendix F – Public Works Forms
 - Appendix G – CEP Forms
 - Appendix H – Bond Requirements
 - Appendix I – Environmental Requirements
 - Appendix J – Project Safety Requirements – COVID-19 Vaccination and Testing
 - Appendix K – Specifications for Installation of Single Monitoring Wells
 - Appendix L – Iran Contracting Act Certification
 - Appendix M – City of Hayward’s Construction Site Best Practices
 - Appendix N – City of Hayward’s Public Nuisances Regulations

Appendix O – City of Hayward’s Groundwater Discharge Requirements

Appendix P – City of Hayward’s Wastewater Discharge Requirements

Appendix Q – City of Hayward’s Temporary Water Services

I. STATEMENT OF WORK

A. SCOPE

This Request for Proposal (RFP) is to implement the East Bay Plain Subbasin Characterization Well Drilling Project – Single Monitoring Wells to assist further characterizing the East Bay Plain Subbasin through the installation and development of monitoring wells. The work generally includes the following:

- Construction of three (3) monitoring wells in three boreholes, with the option for two (2) additional monitoring wells in two boreholes in the cities of San Pablo, Berkeley, and Hayward up to depths of 600 feet and intersecting multiple aquifer zones in close proximity to single-family residential areas.

East Bay Municipal Utility District (District) intends to award a one-year contract to the Proposer who best meets the District's requirements. Refer to Exhibit B: Appendix A – Scope of Services and Exhibit B: Appendix K -Specifications for Installation of Monitoring Wells for additional project details.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing consulting/contractor services for at least ten (10) years.
- b. Proposer shall have constructed at least three (3) similar projects within the past ten (10) years. All similar projects must be in close proximity to a densely populated urban area or within 30 feet of a single-family residential zone area. Client references shall be provided for each project used to demonstrate the proposer meets this qualification.
- c. Proposer shall demonstrate the ability to construct monitoring well through at least three (3) distinct aquifer zones to depths of at least 600 feet below surface grade and shall demonstrate the ability to properly ensure intermediate zones are sealed from the targeted aquifer. Client references shall be provided for each project used to demonstrate the proposer meets this qualification.
- d. Proposer shall demonstrate the ability to apply and secure all required permits for well construction. Securing and complying with required permits will be the responsibility of the proposer.

- e. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

Through submittal of an RFP, the Proposer acknowledges acceptance of and will comply with all terms and conditions as outlined in Exhibit B: Appendix J – Project Safety Requirements - COVID-19 Vaccination and Testing

D. DELIVERABLES / REPORTS

The Project deliverables are outlined in the following table:

Task	General Description	Deliverables
A	<i>Project Management and Grant Reporting</i>	<ul style="list-style-type: none"> • <i>Monthly invoices and required information for progress reports</i> • <i>Information for Quarterly grant reports</i> • <i>Data sets</i> • <i>Information for Grant completion report</i> • <i>Site-specific health and safety plan (SSHASP) for compliance with Project Safety Requirements: COVID-19 Vaccination and Testing exhibit</i>
B	<i>Single Monitoring Well Installation</i>	<ul style="list-style-type: none"> • <i>Well completion reports</i> • <i>All required permits for well drilling</i> <ul style="list-style-type: none"> ○ <i>EBMUD and LSCE will draft all permits for contractor’s review and signature</i> ○ <i>EBMUD and LSCE will submit permits for approval</i> • <i>Characterization and proper disposal of fluid cuttings/water</i> • <i>Site restoration per EBMUD and/or local county/city requirements</i> • <i>Signage at Project Sites per Exhibit B: Appendix J – Project Safety Requirements: COVID-19 Vaccination and Testing</i>

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	November 21, 2023	
<p>MANDATORY Site Walk</p>	<p>December 11, 2023 <u>START:</u> 10:00 a.m. at borehole Location 1. <u>END:</u> 2:00 p.m. at borehole Location 5.</p> <p><u>OR</u></p> <p>December 13, 2023* <u>START:</u> 10:00 a.m. at borehole Location 1. <u>END:</u> 2:00 p.m. at borehole Location 5.</p> <p><i>*Access to Location 2 and 3 is weather dependent. EBMUD will contact prospective bidders who have RSVP'd on the evening of December 8 to confirm site walk date. Alternative site material will be given if access is not available.</i></p> <p>By December 8, all prospective bidders MUST RSVP to Marcie Jimenez at (510) 287-0668 or marcie.jimenez@ebmud.com</p>	<p>Location 1: EBMUD Road 20 Rate Control Structure <i>Intersection of Road 20 & El Portal Drive San Pablo, CA 94806</i></p> <p>Location 2&3*: EBMUD Pump Station Q <i>1451 2nd Street Berkeley, CA 94710</i></p> <p>Location 4: Weekes Community Center Park <i>27182 Patrick Avenue Hayward, CA 94544</i></p> <p>Location 5: Ruus Park <i>24919 Folsom Avenue Hayward, CA 94544</i></p>
Response Due	December 22, 2023 by 5:00 p.m.	
Anticipated Contract Start Date	March 12, 2024	

Note: All dates are subject to change by District.

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

A. MANDATORY SITE WALK/ PROPOSAL CONFERENCE

Mandatory site walk/Proposal conference will be held on December 11, 2023 or December 13, 2023 beginning at 10:00 am to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the five (5) borehole sites, receive documents, etc. necessary to respond to this RFP. Please note, Location 2 and 3 may not be accessible due to weather conditions. Alternative site material will be given if access is not available.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.
5. By December 8, 2023, all prospective bidders must RSVP to Marcie Jimenez at (510) 287-0668 or marcie.jimenez@ebmud.com. Confirmation of site walk date (December 11 or 13) will be sent out the evening of December 8, 2023. EBMUD requires all attendees to wear hard-soled shoes/boots during the pre-bid site walk.

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

*****In order to be eligible to Proposal on this RFP, a representative from the Proposer's company MUST attend site walk/Proposal conference and sign into confirm her/his attendance. If an RFP response is submitted by a company that was not in attendance at this meeting, its RFP response WILL be rejected*****

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.

4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Compliance with Proposer Minimum Qualifications: RFP responses will be evaluated to ensure compliance with Section I.B (Statement of Work – Proposer Minimum Qualifications).</p> <p>Additionally, RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects?

	2. How extensive is the applicable certification/licenses and experience of the personnel designated to work on the project?
B.	Proposed Equipment and Materials RFP responses will be evaluated based on the proposed equipment (e.g., type of drilling rig) and materials (e.g., well casing) per Exhibit B: Appendix A – Scope of Services and Exhibit B: Appendix K – Specifications for Installation of Monitoring Wells.
C.	Implementation Plan and Schedule RFP responses will be evaluated based on the drilling sequence, waste characterization, and schedule.
D.	References (See Exhibit A – RFP Response Packet): References are contacted and checked only for those proposers that meet minimum qualifications.
E.	Reasonableness of Cost The points for cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer’s total proposed cost. While not reflected in the cost evaluation points, an evaluation may also be made of: 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?) Consideration of price in terms of overall affordability may be weighted in circumstances where two or more RFP responses are otherwise judged to be equal.
F.	Contract Equity Program: 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.

C. PRICING

1. Prices quoted shall be firm for the first nine (9) months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.

4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

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

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

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

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

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

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District’s response. The proposal protester must

also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

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

E. WARRANTY

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

F. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

G. BONDS

1. The successful Proposer will be required to post and maintain a Performance Bond and Payment Bond for 100 percent (100%) of the total contract amount with the District. Bonds must be on District forms attached to this RFP as **Exhibit B: Appendix H - Bond Forms**.
2. Additional bond requirement information is in Exhibit B: Appendix H.

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: Marcie Jimenez, Assistant Engineer
EBMUD-Water Supply Improvements Division
E-Mail: marcie.jimenez@ebmud.com
PHONE: (510) 287-0668

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Beverly Johnson, Contract Equity Administrator
 EBMUD- Contract Equity Office
 E-Mail: beverly.johnson@ebmud.com
 PHONE: (510) 287-0114

B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. For electronic transmissions, upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to Marcie Jimenez at marcie.jimenez@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) 287-0668 to check receipt of the proposal.

3. Submit hardcopy proposals to:

<p>RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc.) to: <i>Marcie Jimenez</i> EBMUD–Water Supply Improvements Division 375 Eleventh Street Oakland, CA 94607</p>	<p>RESPONSE DELIVERED BY MAIL (USPS) to: <i>Marcie Jimenez</i> EBMUD–Water Supply Improvements Division P.O. Box 24055 Oakland, CA 94623</p>
--	---

4. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
5. 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.

6. 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.
7. 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.
8. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A or B to qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance verifications 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: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

YES NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells Bid Item and Cost Sheet

Required Sites: N1-300, N3-150, & S2-600

Item	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1A	Mobilization ^A	Lump Sum	1	\$	\$
1B	Site-to-Site Mobilization	Each	2	\$	\$
2	Test Hole Drilling	Linear Foot	1,050	\$	\$
3	Geophysical Logging	Each	3	\$	\$
4A	Blank Well Casing	Linear Foot	1,005	\$	\$
4B	Well Screen	Linear Foot	30	\$	\$
5	Gravel Envelope and Fine Transition Seal	Linear Foot	750	\$	\$
6	Annular Seal	Linear Foot	300	\$	\$
7	Well Development	Each	3	\$	\$
8	Well Surface Completion	Each	3	\$	\$
9	Standby Time	Hour	0	\$	\$
10	Site Cleanup and Restoration	Lump Sum	3	\$	\$
11	Borehole Abandonment	Linear Foot	0	\$	\$
Subtotal Project Cost					\$
10% Contingency					\$
Total Required Project Cost					\$

^A Mobilization costs limited to 29% of total required project costs and includes initial mobilization and demobilization.

Optional Sites: N3-300, & S1-600

Item	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1B	Site-to-Site Mobilization	Each	1	\$	\$
2	Test Hole Drilling	Linear Foot	900	\$	\$
3	Geophysical Logging	Each	2	\$	\$
4A	Blank Well Casing	Linear Foot	870	\$	\$
4B	Well Screen	Linear Foot	20	\$	\$
5	Gravel Envelope and Fine Transition Seal	Linear Foot	700	\$	\$
6	Annular Seal	Linear Foot	200	\$	\$
7	Well Development	Each	2	\$	\$
8	Well Surface Completion	Each	2	\$	\$
9	Standby Time	Hour	0	\$	\$
10	Site Cleanup and Restoration	Lump Sum	2	\$	\$
11	Borehole Abandonment	Linear Foot	0	\$	\$
Subtotal Project Cost					\$
10% Contingency					\$
Total Optional Project Cost					\$
TOTAL PROJECT COST (Required + Optional Total Project Cost)					\$



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 responses shall include a description of the Proposer’s capabilities, including a description of the projects that are being used to demonstrate compliance with minimum proposer qualifications.
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 Equipment/Materials:** RFP response shall include a description of the proposed equipment/materials, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/materials will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/materials would have over other possible equipment/materials. Materials and equipment are specified in Exhibit B – Appendix K (Specifications for Installation of Single Monitoring Wells). The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
4. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
5. **Bid Item and Cost Sheet:** The RFP response shall include a completed bid item and cost sheet provided in this Exhibit A (see Exhibit A, pages 5 and 6).

6. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
7. **References:** References MUST demonstrate the proposer meets minimum qualifications in Section 1.B for drilling and installing monitoring wells across three aquifers in an urban/residential zoned environment.
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
9. **Contract Equity Program:**
 - (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP For – East Bay Plain Subbasin Site Characterization Project- Single Monitoring Wells

Proposer Name: _____

Proposer must provide a minimum of 3 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For – East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells

Proposer Name: _____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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



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)	Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.
MAILING ADDRESS (City, State, ZIP)	
PHONE NO.	FAX NO.
WEBSITE	E-MAIL

A1. TYPE OF ORGANIZATION

<input type="checkbox"/> INDIVIDUAL	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 Indicate	Refuse to State*
	White/ Caucasian	Black/ African American	Hispanic/ Latin American	Asian American	Asian-Pacific Islander American	Asian- Indian 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															
Firm's Total															
Bay Area* Total															

* 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 subcontractors¹, 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, PHONE NUMBER AND E-MAIL ADDRESS	OWNERSHIP			TYPE OF WORK TO BE DONE ³	ESTIMATED DOLLAR AMOUNT
	ETHNICITY ²	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

¹ 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.

² 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

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



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



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

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

- 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

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.



CONTRACT EQUITY PROGRAM GUIDELINES CERTIFICATION (P-042)

Pursuant to the East Bay Municipal Utility District's ("District") Contract Equity Program Guidelines, Section I, Paragraph A.1, I hereby declare, under the penalty of perjury under the laws of the State of California, that

- 1) I am duly authorized to execute this certification on behalf of my company, corporation, joint-venture or sole-proprietorship, which has submitted a bid/proposal to District Specification/Proposal/Quotation No. _____ ;
- 2) I am familiar with the District's Contract Equity Program and Equal Employment Opportunity Guidelines and understand all of the program's requirements;
- 3) I understand and agree to comply with the District's Contract Equity Program, and all of the requirements therein, including each of the Good Faith Outreach Efforts;
- 4) I will post and distribute applicable District-supplied Equal Employment Opportunity material. My firm has a process for responding to complaints of Equal Employment Opportunity discrimination, harassment, and retaliation and a copy will be provided upon request;
- 5) I understand and agree that promoting local access to jobs that pay prevailing wages may improve the workforce diversity and may benefit employment in communities being impacted by this project; and
- 6) I understand, and expressly agree, on behalf of my company, corporation, joint-venture or sole-proprietorship, that the District may disqualify the bid/proposal submitted if we have not complied with the District's Contract Equity Program, and all of the requirements therein.

EXECUTED IN _____
(City, County, State)

ON _____ FOR _____
(Month, Date, Year) (Bidder's / Proposer's Company Name)

BY _____
(Print Name) (Title)

(Signature) (Phone Number)



DESIGNATION OF SUBCONTRACTORS (P-046)

Name of Bidder/Proposer _____

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name, the location of the place of business, and the California Contractor license number of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid. List all Subcontractors meeting these criteria, including sole-source Subcontractors.
2. The portion and estimated dollar amount of the work that will be done by each Subcontractor listed below. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its bid.

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

Please type or legibly print (attach additional sheets as necessary)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT



DESIGNATION OF SUBCONTRACTORS (P-046)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT

Designation of Subcontractors – From Public Contract Code Section 4105 - 4110

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

EXHIBIT B

General Services Agreement

EAST BAY MUNICIPAL UTILITY DISTRICT GENERAL SERVICES AGREEMENT

for

East Bay Plain Subbasin Site Characterization Project – Single Monitoring Well

This Agreement is made and entered into on this _____ day of _____, 202_, by and between the East Bay Municipal Utility District (“District”), and _____ (“Contractor”) (collectively “the Parties”).

The District desires to obtain East Bay Plain Subbasin Site Characterization services (“the Services”) which are more fully described in Appendix 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 Appendices, all of which are incorporated into this Agreement by this reference:

- Appendix A Scope of Services
- Appendix B Schedule
- Appendix C General Requirements
- Appendix D Insurance Requirements
- Appendix E Payment Terms and Procedures (Bid Item and Cost Sheet)
- Appendix F Public Work Forms
- Appendix G CEP Forms
- Appendix H Bond Requirements
- Appendix I Environmental Requirements
- Appendix J Project Safety Requirements – COVID-19 Vaccination and Testing
- Appendix K Specifications for Installation of Monitoring Wells
- Appendix L Iran Contracting Act Certification

- Appendix M City of Hayward's Construction Site Best Practices
- Appendix N City of Hayward's Public Nuisances Regulations
- Appendix O City of Hayward's Groundwater Discharge Requirements
- Appendix P City of Hayward's Wastewater Discharge Regulations
- Appendix Q City of Hayward's Temporary Water Service

2. Compensation. The compensation payable to Contractor shall not exceed _____(\$ _____) for the term of this Agreement including any option periods exercised by the District. Payment will be made in accordance with Appendix 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 407

Oakland, CA 94623-1055

Attention: Marcie Jimenez

Email: marcie.jimenez@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 Appendix D (Insurance Requirements) to this Agreement. Contractor shall not commence work until such insurance has been approved by District. Acceptance of the verifications 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- 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.
10. State of California Grant Requirements
 - a. Obligations of Contractor. Contractor shall comply with each of the following provisions in its performance of work under this Agreement:
 - i. Maintenance and Preservation of Records. Maintain books, records, and other documents pertinent to the work specified in Appendix A of this Agreement (Scope of Services) in accordance with generally accepted accounting principles and practices. Keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Make such records available for inspection by the District or the State of California at any and all reasonable times upon request. Preserve all records relating to this Agreement for four (4) years after final payment under the District's Grant Agreement with the State of California relating to the work to be done under this Agreement, for the purpose of examination and audit.
 - ii. Right of Access and Inspection. Provide access at any and all reasonable times for inspection by the District or the State of California, or their authorized representatives, of the work performed under this Agreement.
 - iii. Indemnification. Indemnify and hold and save the State of California, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of this Agreement and the

work performed thereunder, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of the work performed under this Agreement and any breach of this Agreement. This requirement is in addition to the indemnification requirements set forth in Appendix C (General Requirements) of this Agreement.

iv. Insurance. Name the State of California and its officers, agents, and employees as Additional Insureds on its liability insurance for activities undertaken pursuant to this Agreement. This requirement is in addition to the insurance requirements of Section 5 and Appendix D (Insurance Requirements) of this Agreement.

v. Acknowledgement Of Credit And Signage. Include appropriate acknowledgement of credit to the State of California for its support when promoting the work performed under this Agreement or using any data and/or information developed under this Agreement. Include on any signage used for the work performed under this Agreement (1) the Department of Water Resources color logo and (2) the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), and through an agreement with the State Department of Water Resources."

vi. Drug-Free Workplace. Provide and maintain an alcohol and drug-free workplace in compliance with the California Drug Free Workplace Act (California Government Code section 8350 et seq.). Contractor acknowledges it has received a copy of the District's drug-free policy statement (District Policy 2.06 – Alcohol and Drug Abuse).

vii. Nondiscrimination. Comply with the nondiscrimination provisions of Section 7 of this Agreement and with the California Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). Give written notice of your obligations under this clause to labor organizations with which you have a collective bargaining or other agreement.

(b) Subcontractors. Contractor shall contractually require any subcontractor performing work under this Agreement to comply with each requirement of this Section 10.

{remainder of page intentionally left blank}

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

Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

OR

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date first written above.

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



Policy 2.06

EFFECTIVE 12 AUG 14

SUPERSEDES 28 MAR 06

ALCOHOL AND DRUG ABUSE

IT IS THE POLICY OF THE EAST BAY MUNICIPAL UTILITY DISTRICT TO:

Provide and maintain an alcohol and drug-free workplace in order to protect the public and employees from accidents, injuries and risks to public health and safety from misuse of alcohol or drugs in the workplace. The District is committed to complying with the California Drug Free Workplace Act (Cal. Government Code Section 8350 et seq.), the Federal Drug Free Workplace Act (41 USC Section 701), the Department of Transportation (DOT) testing regulations (49 CFR Part 40), and all applicable legally valid rules and regulations adopted hereunder.

The District will assist employees with alcohol or drug abuse problems, provided such employees seek or accept therapeutic assistance. Accordingly, the District will not take disciplinary action against employees solely because they identify themselves as having alcohol or drug abuse problem(s), provided such employees demonstrate a willingness to treat their problems effectively.

The District has a public responsibility to maintain a safe, healthful and efficient working environment and to protect the District, its employees, its property and operations, and the public. Therefore, the District retains the authority to address employee alcohol or drug abuse problems that are not resolved through the above therapeutic approach, through appropriate personnel actions in accordance with the District's disciplinary policies.

Authority

Motion No. 224-94 and 225-94, December 21, 1994
Amended by Resolution No. 33458-05, January 25, 2005
Amended by Resolution No. 33523-06, March 28, 2006
Amended by Resolution No. 33993-14, August 12, 2014

EXHIBIT B: APPENDIX A SCOPE OF SERVICES

EAST BAY PLAIN SUBBASIN SITE CHARACTERIZATION PROJECT – SINGLE MONITORING WELLS

1.0 GENERAL

CONTRACTOR (“the Contractor”) shall complete the work necessary to successfully drill and construct a total of three (3) single monitoring wells in three boreholes, with the option to drill two additional single monitoring wells in two boreholes for the East Bay Municipal Utility District (EBMUD)/City of Hayward (Hayward) East Bay Plain Subbasin Site Characterization Project – Single Monitoring Wells. The purpose of the monitoring well installation work is to collect groundwater level, water quality, lithologic, and geophysical data in order to better understand the aquifer characteristics of the East Bay Plain Subbasin. EBMUD shall serve as the lead agency for the project. The Contractor shall carry out all work in conformance with the applicable regulations of Alameda County, Contra Costa County, and the State of California Department of Water Resources.

1.1 SCOPE OF WORK

For required services, locations N1 – 300, N3 – 150 and S2 - 600 will include three single wells in separate boreholes for a total of three (3) wells. For the optional additional services, locations N3-300 and S1-600, will include two single wells in two separate boreholes for a total of five (5) wells. Well drilling specifications are located in Exhibit B, Appendix K.

The Contractor shall drill, construct and develop all wells as part of the required portion of this contract. The Contractor shall drill minimum 8-3/4” diameter test holes at each site which shall serve to evaluate the lithologic character of subsurface formations and aquifers at the candidate well sites to determine characteristics of the aquifer materials through geophysical surveys and measurements. The Contractor shall construct the monitoring wells using 2.5-inch Schedule 80 PVC.

For required and optional well sites, Table 1 and Table 2 summarize the preliminary borehole, piezometer, and casing depths, preliminary screen intervals, and associated total borehole diameters. Note that all information contained in Tables 1 and 2 are preliminary, and the final design for the monitoring wells will be prepared by the Professional Geologist/Engineer designated by EBMUD after evaluating the test hole data. EBMUD and Hayward will use the monitoring wells to sample groundwater and collect water level measurements at selected depth horizons.

The Contractor shall drill all monitoring wells using the direct mud rotary drilling method.

Project schedule is listed in Exhibit B, Appendix B. Payment Information, Bid Item/Cost Sheet, and Engineer’s Estimate are listed in Exhibit B, Appendix E.

Table 1. Required Wells – Preliminary Well Design Parameters

Site ID	Borehole Depth ¹ (ft)	Piezometer ¹	Casing Depth ¹ (ft)	Screen Interval ¹ (ft)	Borehole Diameter (in)
S2 – 600	600	MW-600	595	580 – 590	8.75
N1 – 300	300	MW-300	295	280 – 290	8.75
N3 – 150	150	MW-150	145	130 – 140	8.75

¹ Final depths will be determined by the field conditions in consultation between contractor, LSCE and EBMUD/Hayward.

Table 2. Optional Wells – Preliminary Well Design Parameters

Site ID	Borehole Depth ¹ (ft)	Piezometer ¹	Casing Depth ¹ (ft)	Screen Interval ¹ (ft)	Borehole Diameter (in)
S1 – 600	600	MW-600	595	580 – 590	8.75
N3 – 300	300	MW-300	295	280 – 290	8.75

¹ Final depths will be determined by the field conditions in consultation between contractor, LSCE and EBMUD/Hayward.

1.2 TEST HOLE DRILLING AND WELL CONSTRUCTION

1. The Work to be completed by the Contractor includes furnishing all materials, labor, equipment, fuel, tools, transportation, and services for the drilling, sampling, and logging of test holes at the selected sites. The Contractor will convert the test holes to permanent monitoring wells if they are deemed suitable by EBMUD and Hayward with guidance provided by EBMUD’s designated Professional Geologist. EBMUD will notify the Contractor whether the test holes are deemed suitable via email.
2. Well Locations
 - a. Required Wells: One location (N1 – 300) is located in Contra Costa County, CA and two locations (N3 – 150, and S2 – 600) are located in Alameda County, CA (Figures 1-5).
 - i. Location N1 – 300: EBMUD Road 20 Rate Control Structure (RCS) – near intersection of Road 20 and El Portal Drive, San Pablo 94806
 - ii. Locations N3 – 150: EBMUD Pump Station Q – 1451 2nd Street, Berkeley 94710
 - iii. Location S2 – 600: Ruus Park – 24919 Folsom Avenue, Hayward 94544
 - b. Optional Wells: Two locations (N3 – 300 and S1 – 600) are located in Alameda County, CA (Figure 1-5).
 - i. N3 – 300: EBMUD Pump Station Q – 1451 2nd Street, Berkeley 94710
 - ii. Location S1 – 600: Weekes Community Center Park – 27182 Patrick Avenue, Hayward 94544

3. The actual depth of the test holes will depend on the lithology encountered. A driller's log will be prepared by the Contractor to describe the lithology encountered during drilling. The Contractor will collect samples of drill cuttings at a minimum of every 10 feet of test hole drilled. Each test hole shall be geophysically logged.
4. The Contractor shall drill each test hole with a minimum diameter of 8 ¾-inches. The Contractor may drill a larger diameter test hole at its own expense.
5. The Contractor shall construct the wells in accordance with the final well design schematic to be prepared and provided by EBMUD's designated Professional Geologist/Engineer.
6. The Contractor shall comply with all of the requirements of Exhibit B, Appendix I. Contractor shall take full ownership of waste (including but not limited to drill cuttings, drilling fluids, and development water) generated as a result of performance of the work described in Exhibit B, Appendices A and K and Contractor shall be responsible for onsite handling, transportation, and proper offsite disposal of the same in conformance with any and all applicable requirements at Contractor's sole expense.
7. Site Specific Requirements
 - a. All Locations
 - Overnight Security: Contractor to hire security to commence at work day's end to beginning of next work day.
 - b. Locations S1 – 600 and S2 – 600
 - Hayward will assist with coordination between the Contractor and the Hayward Area Recreation and Parks District (H.A.R.D.) for site access, construction staging and storage, etc. throughout the project.
 - Compliance with Hayward's Construction Site Best Practices (see Exhibit B, Appendix M).
 - Fencing: Contractor to provide enclosed metal fencing with secured/locked gates for access during construction activities and adhere to Hayward's Construction Best Practices and the City's Municipal Code General Standards for Screening, Fencing, and Walls (See Exhibit B, Appendix M).
 - Compliance with Hayward's Public Nuisance and Noise Regulation Requirements (See Exhibit B, Appendix N) and City's Construction Site Best Practices (See Exhibit B, Appendix M). Compliance with Hayward's Construction, Groundwater, and Special One-Time Discharge Requirements and Groundwater Discharge Permit Application (See Exhibit B, Appendix O). Compliance with Hayward's Wastewater Discharge Regulations (See Exhibit B, Appendix P).
 - Compliance with Hayward's Municipal Code Standards Temporary Water Services (See Exhibit B, Appendix Q) Construction Water
 - c. Construction Water
 - For Sites N1 – 300, N3 – 150, and N3 – 300, construction water will be available via on-site hosebibs.
 1. EBMUD to provide assistance in obtaining water use.
 2. Contractor will not be billed for water used during construction efforts at these locations.
 3. A security deposit maybe required for water usage during construction efforts.

- For Sites S1 – 600 and S2 - 600, construction water will be supplied by nearby hydrants.
 1. Hayward to provide assistance in obtaining water use.
 2. Compliance with Hayward’s Municipal Code Standards for Temporary Water Services for construction water (See Exhibit B, Appendix Q).
- d. All Locations
 - Water Supply: Unless domestic water is supplied at the site, recommended hydrant sources for construction water will be shown at the site walk. EBMUD/Hayward will provide assistance in obtaining approval for water use. As appropriate, Contractor is responsible for trucking water for construction activities.
 - Construction Times: Monday through Friday between 7:00 am – 7:00 pm or as determined by local county and city ordinances.
 - Noise Abatement: Contractor to comply with local county and city ordinances. Contractor to comply with Hayward’s Public Nuisance and Noise Regulation requirements (See Exhibit B, Appendix N) and the City’s Construction Site Best Practices (See Exhibit B, Appendix M).

1.2A (OPTIONAL) DISPOSAL OF HAZARDOUS WASTE

If the lab analysis specified in Exhibit B, Appendix I characterizes any waste generated as a result of performance of the work described in Exhibit B, Appendix A (including the cuttings, drilling fluids, and/or development water) as hazardous waste, the Contractor shall, after receiving written authorization via email from EBMUD, properly contain, manage, transport, and dispose of all waste characterized as hazardous in conformance with any and all applicable requirements.

1.3 CONTRACTOR’S QUALIFICATIONS

The Contractor shall possess a valid California C-57 Water Well Contractors License.

1.4 PERMITS, BONDS, LICENSES, AND INSURANCE

With the assistance of EBMUD and Hayward, the Contractor shall procure all necessary permits, bonds, licenses, and insurance, pay all charges and fees, and give all notices necessary and incidental to the prosecution of the work. The Contractor shall mark all sites for underground utilities and obtain USA tickets. If the permitting agency issuing any permit to the Contractor necessary for the performance of the work requires the Contractor to secure insurance in an amount more than the insurance requirements verified by the Contractor in Exhibit B, Appendix D, then the Contractor shall secure additional insurance up to the full policy limit(s) required by the issuing agency and add EBMUD and Hayward as an additional insured for such full amount. The Contractor shall then resubmit the applicable forms in Exhibit B, Appendix D to EBMUD. EBMUD will reimburse Contractor for any additional premium incurred by Contractor to secure additional insurance, above that required by Exhibit B, Appendix D, which is required to obtain a permit necessary for the performance of the work. For bonding requirements, refer to Exhibit B, Appendix H.

Contractor shall comply with General Requirements (Exhibit B, Appendix C), Public Works declaration form (Exhibit B, Appendix E), Contract Equity Program requirements (Exhibit B, Appendix G), and Iran Contracting Act Certification (Exhibit B, Appendix L)

1.5 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall be responsible for assuring that the work site is safe and secure. The Contractor shall employ measures to prevent the public from entering the work areas. The Contractor shall secure and protect all excavations from the public, animals, and debris when not under direct control of the Contractor.

1.6 PROJECT SAFETY REQUIREMENTS: COVID-19 VACCINATION AND TESTING

The Contractor shall be responsible for ensuring all workers and subcontractors are in compliance with Exhibit B, Appendix J (Project Safety Requirements: COVID-19 Vaccination and Testing).

1.7 REPORTS

Prior to the final acceptance of the work, the Contractor shall prepare and deliver to LSCE/EBMUD/Hayward the following reports.

1. A California Water Well Driller's Report fully completed in the format required by the State of California.
2. The Contractor shall prepare two final prints of all logs or surveys, daily tour reports, cement tickets, and development records.

Within 30 days from the dates of well construction, the Contractor shall file the required reports with the California State Department of Water Resources in accordance with Water Code Section 13751.

1.8 RESTORATION

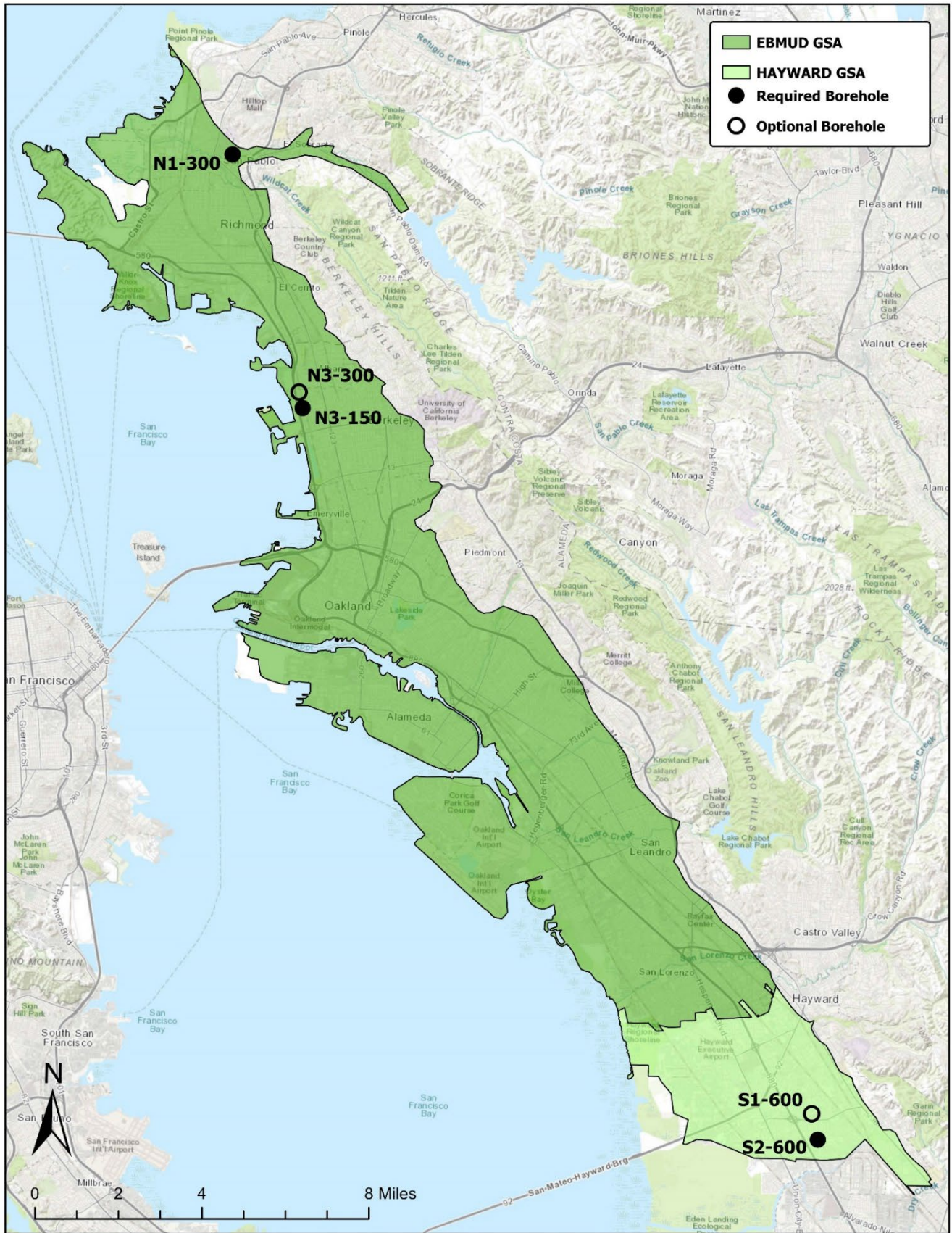
During the entire duration of the job, the Contractor shall keep the work areas free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the conclusion of the job, the Contractor shall restore all work sites to their preconstruction condition in compliance with all EBMUD/Hayward, county, and city requirements except constructed facilities.

1.9 QUALITY ASSURANCE AND QUALITY CONTROL

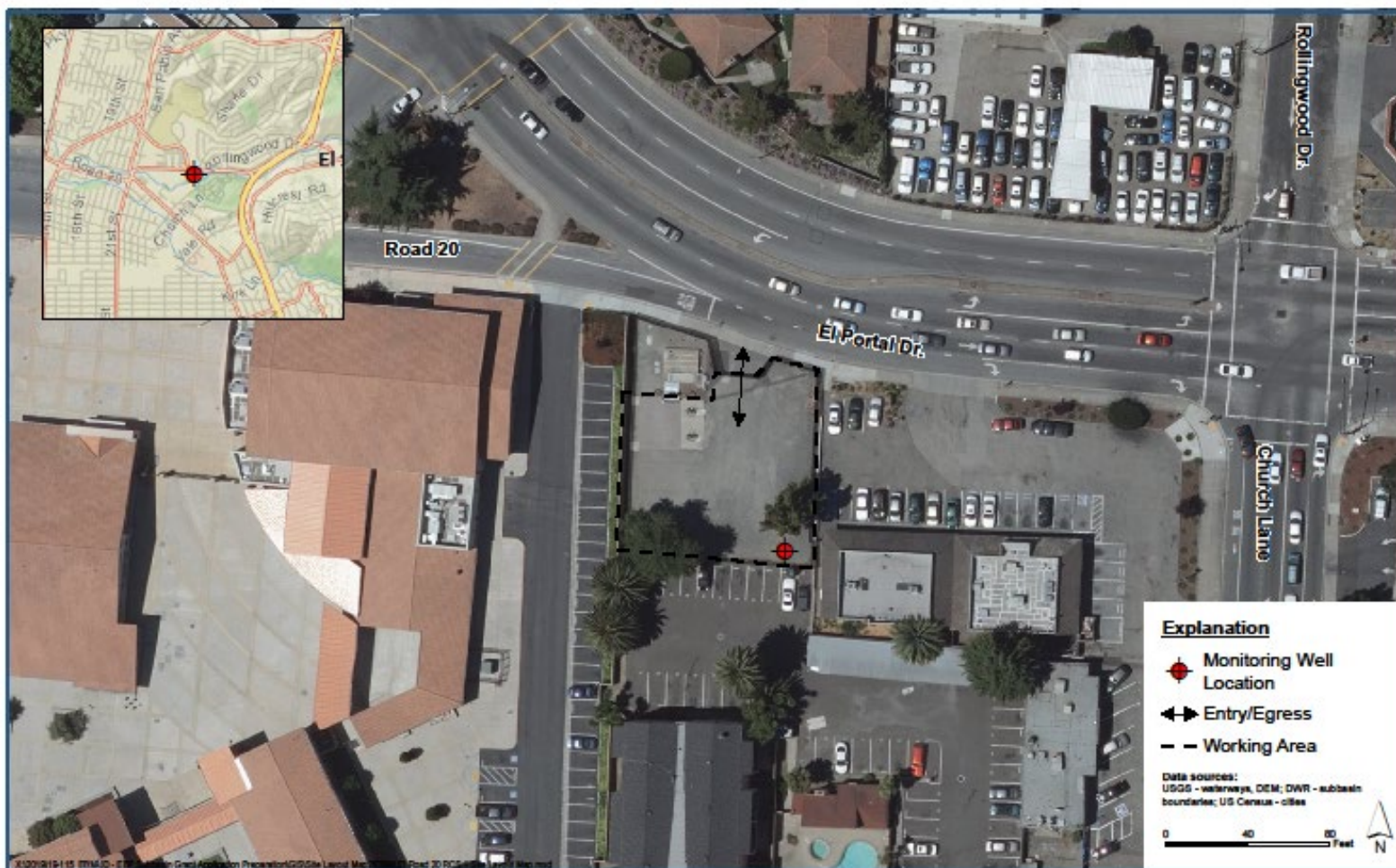
In performing all work under this Agreement, the Contractor shall fully conform to any and all applicable legal, regulatory, and/or permit requirements which apply to the work, applicable industry standards, and best management practices.

The Contractor shall take diligent efforts to construct the wells and seals to separate different zones. EBMUD's representatives, including EBMUD's consultants, will monitor, inspect, and approve the well construction and recommend whether EBMUD should accept the final product. EBMUD's final acceptance does not relieve the Contractor of liability in the event that poor workmanship and/or quality control causes the well to be unusable for monitoring groundwater levels and water quality in different aquifer zones.

Figure 1. Location of Boreholes



**Figure 2. Site N1 – EBMUD’s Road 20 Rate Control Structure
(near intersection of Road 20 and El Portal Drive, San Pablo 94806)**



Location N1 - EBMUD Road 20 RCS - Site Layout Map

East Bay Plain Subbasin
Prop 68 Grant Work

Figure X-X

Figure 3. Site N3 – EBMUD Pump Station Q
 (1451 2nd Street, Berkeley 94710)



Location N3 - EBMUD Pump Station Q - Site Layout Map

East Bay Plain Subbasin
 Prop 68 Grant Work

Figure X-X

Figure 4. Site S1 – Weekes Community Center Park
(27182 Patrick Avenue, Hayward 94544)

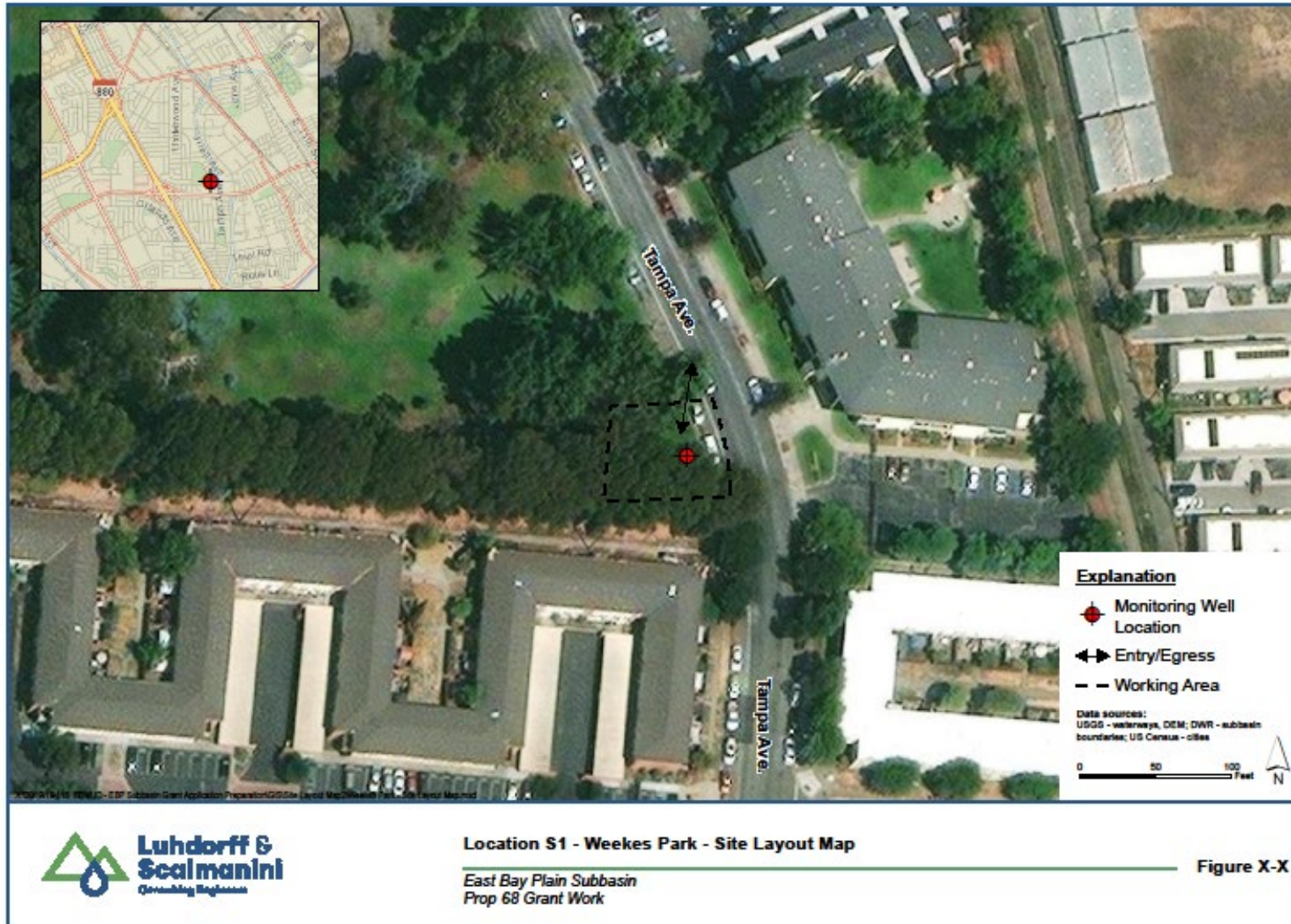


Figure X-X

**Figure 5. Site S2 – Ruus Park
(24919 Folsom Avenue, Hayward 94544)**



Location S2 - Ruus Park - Site Layout Map

East Bay Plain Subbasin
Prop 68 Grant Work

Figure X-X

EXHIBIT B: APPENDIX B SCHEDULE

Task Name	Start	Finish
Notice to Proceed	3/12/2024	3/12/2024
Obtain All Required Permits¹	4/2/2024	5/7/2024
DWR's CEQA Review and Approval	5/7/2024	5/24/2024
Single Monitoring Well Construction^{2,3}	6/3/2024	7/22/2024
Submittals of Documentation (e.g., DWR WCR's)	7/23/2024	8/20/2024

Notes:

- 1) EBMUD/LSCE to draft permits for Contractor's review and approval. Contractor to submit and pay for all permit applications.**
- 2) Drilling sequence to be agreed to by Contractor and EBMUD/Hayward/LSCE.**
- 3) Construction Times: Monday through Friday between 7:00 am – 7:00 pm or as determined by local county and/or city ordinances.**

EXHIBIT B: APPENDIX C GENERAL REQUIREMENTS

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

CONTENTS

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

1. DEFINITIONS

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

- a. **“Change Order”** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for

administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor's performance under the Contract with the District, and for liaison and coordination between the District and Contractor.

- k. **"Work"** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor's obligations as required in the Contract Documents.
- l. **"Work Day"** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District's bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten- day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guarantees that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guarantees 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 guarantees 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 preclude in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

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

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to 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.
- 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/wpnodeb.html>.

13. HOURS OF LABOR

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall

comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.

- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

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

with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with therevised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

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

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the

occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.

e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the

District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.

8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.

{00040700;1} REV. 9/19

9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.

10. The Contractor is in default of any other material obligation under the Contract Documents.

ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.

v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.

- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

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

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.

- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION

CONSULTANT expressly agrees to defend, indemnify and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expenses, claims, suits, and damages, including attorneys’ fees, arising out of or pertaining to, or relating to CONSULTANT’s, its associates’, employees’, subconsultants’, or other agents’ negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

Where applicable by law, the duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8.

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 B: APPENDIX D 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 Appendix D to the DISTRICT. The Appendix D may be signed by an officer of the CONTRACTOR (Agent), by the Insurance Broker for the CONTRACTOR or by CONTRACTOR's Risk Manager. CONTRACTOR shall update Appendix D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Appendix D prior to the expiration date of any of the required insurance. The updated Appendix 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. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).

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 required by this Agreement.

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 Appendix 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. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Notwithstanding the foregoing, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.

O. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

P. 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.

Q. 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.

R. It is the obligation of the CONTRACTOR to ensure all Contractors/Subcontractors it hires to perform services under this Agreement maintain the necessary coverages and limits, as well as indemnity provisions indemnifying the DISTRICT, based on the nature and scope of services being performed by each Contractor/Subcontractor. CONTRACTOR shall require that each Contractor/Subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or Subcontractor of the responsibility for its own acts or the acts of any Subcontractors or any employees or agents of either. All Subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records

evidencing Contractors'/Subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

S. 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.

T. 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 Appendix D.

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. 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.

C. If CONTRACTOR 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.

D. 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 "E."

E. 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/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager 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	\$5,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$5,000,000 per occurrence & aggregate
Products/Completed Operations	\$5,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.

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

G. 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.

H. 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.”

I. 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).

J. 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.

K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager or Agent’s Signature: _____

IV. Business Auto 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. 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

D. 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”).

E. 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.

F. 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.

G. 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.

H. 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager or Agent's Signature: _____

V. Professional Liability (also known as Errors and Omissions) Insurance Coverage

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: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$5,000,000
Aggregate Limit: \$5,000,000

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.

C. Insurance shall include prior acts coverage sufficient to cover the services under 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager 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: \$5,000,000

Aggregate Limit: \$5,000,000

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 written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR 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 Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager or Agent's Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:

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. 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.

D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.

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. There will be no exclusion for explosions, collapse, or underground damage (XCU).
3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf
4. 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."

5. "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.

6. 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.

7. 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.

8. 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).

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.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/ Risk Manager or Agent - Print Name: _____

Insurance Broker/ Risk Manager or Agent's Signature: _____

EXHIBIT B: APPENDIX E
PAYMENT TERMS AND PROCEDURES; BID ITEM AND COST SHEET; & ENGINEER'S ESTIMATE

INVOICING

1. Monthly invoices shall be due by the following 10th day of the previous month (i.e., the April monthly invoice will be due by May 10th).
2. District will notify the CONTRACTOR of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District's purchase order number, invoice number, remit to address, and itemized services description. When invoicing for rendered services, CONTRACTOR shall prepare invoices by identifying completed tasks as per the work plan listed in the Scope of Services, which shall be an attachment to the Agreement. Invoice shall also contain a summary of invoiced charges to date by task, an overall project subtotal, remaining budget, and overall budget totals.
4. Maximum cumulative payments under this Agreement shall not exceed \$**XXX,XXX (TBD)**.
5. Contractor shall use the following Monitoring Well Installation Bid Item and Cost Sheet for bid proposal and, if bid is accepted, shall adhere to these costs.

**East Bay Plain Subbasin Site Characterization Project - Single Monitoring Wells
Bid Item and Cost Sheet**

Required Sites: N1-300, N3-150, & S2-600

Item	Task	Units	Estimated Quantities	Unit Price	Total
1A	Mobilization ^A	Lump Sum	1		
1B	Site-to-Site Mobilization	Each	2		
2	Test Hole Drilling	Linear Foot	1,050		
3	Geophysical Logging	Each	3		
4A	Blank Well Casing	Linear Foot	1,005		
4B	Well Screen	Linear Foot	30		
5	Gravel Envelope and Fine Transition Seal	Linear Foot	750		
6	Annular Seal	Linear Foot	300		
7	Well Development	Each	3		
8	Well Surface Completion	Each	3		
9	Standby Time	Hour	0		
10	Site Cleanup and Restoration	Lump Sum	3		
11	Borehole Abandonment	Linear Foot	0		
Subtotal Project Cost					\$
10% Contingency					\$
Total Required Project Cost					\$

Notes

A. Mobilization costs limited to 29% of total required project costs and includes initial mobilization and demobilization.

Optional Sites: N3-300, & S1-600

Item	Task	Units	Estimated Quantities	Unit Price	Total
1B	Site-to-Site Mobilization	Each	1		
2	Test Hole Drilling	Linear Foot	900		
3	Geophysical Logging	Each	2		
4A	Blank Well Casing	Linear Foot	870		
4B	Well Screen	Linear Foot	20		
5	Gravel Envelope and Fine Transition Seal	Linear Foot	700		
6	Annular Seal	Linear Foot	200		
7	Well Development	Each	2		
8	Well Surface Completion	Each	2		
9	Standby Time	Hour	0		
10	Site Cleanup and Restoration	Lump Sum	2		
11	Borehole Abandonment	Linear Foot	0		
Subtotal Project Cost					\$
10% Contingency					\$
Total Optional Project Cost					\$
TOTAL PROJECT COST (Required + Optional total Project Cost)					\$

East Bay Plain Subbasin Site Characterization Project - Single Monitoring Wells
Engineers Estimate
(September 2023)
Required Sites: N1-300, N3-150, & S2-600

Item	Task	Units	Estimated Quantities	Unit Price	Total
1A	Mobilization ^A	Lump Sum	1	\$75,000	\$75,000
1B	Site-to-Site Mobilization	Each	2	\$7,500	\$15,000
2	Test Hole Drilling	Linear Foot	1,050	\$41	\$43,050
3	Geophysical Logging	Each	3	\$3,680	\$11,040
4A	Blank Well Casing	Linear Foot	1,005	\$21	\$21,105
4B	Well Screen	Linear Foot	30	\$20	\$600
5	Gravel Envelope and Fine Transition Seal	Linear Foot	750	\$35	\$26,250
6	Annular Seal	Linear Foot	300	\$52	\$15,600
7	Well Development	Each	3	\$2,300	\$6,900
8	Well Surface Completion	Each	3	\$2,070	\$6,210
9	Standby Time	Hour	0	\$500	\$0
10	Site Cleanup and Restoration	Lump Sum	3	\$5,000	\$15,000
11	Borehole Abandonment	Linear Foot	0	\$25	\$0
Subtotal Project Cost					\$235,755
10% Contingency					\$23,576
Total Project Cost					\$259,331

Notes

A. Mobilization costs limited to 29% of total required project costs and includes initial mobilization and demobilization.

Optional Sites: N3-300, & S1-600

Item	Task	Units	Estimated Quantities	Unit Price	Total
1B	Site-to-Site Mobilization	Each	1	\$7,500	\$7,500
2	Test Hole Drilling	Linear Foot	900	\$41	\$36,900
3	Geophysical Logging	Each	2	\$3,680	\$7,360
4A	Blank Well Casing	Linear Foot	870	\$21	\$18,270
4B	Well Screen	Linear Foot	20	\$20	\$400
5	Gravel Envelope and Fine Transition Seal	Linear Foot	700	\$35	\$24,500
6	Annular Seal	Linear Foot	200	\$52	\$10,400
7	Well Development	Each	2	\$2,300	\$4,600
8	Well Surface Completion	Each	2	\$2,070	\$4,140
9	Standby Time	Hour	0	\$500	\$0
10	Site Cleanup and Restoration	Lump Sum	2	\$5,000	\$10,000
11	Borehole Abandonment	Linear Foot	0	\$25	\$0
Subtotal Project Cost					\$124,070
10% Contingency					\$12,407
Total Project Cost					\$136,377
TOTAL PROJECT COST (Required + Optional total Project Cost)					\$395,808

EXHIBIT B: APPENDIX 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:

SPEC (or CONTRACT) xxxx - 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

SPEC (or CONTRACT) xxxx - 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 B: APPENDIX G
CEP 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)	Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.
MAILING ADDRESS (City, State, ZIP)	
PHONE NO.	FAX NO.
WEBSITE	E-MAIL

A1. TYPE OF ORGANIZATION

<input type="checkbox"/> INDIVIDUAL	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 Indicate	Refuse to State*
	White/ Caucasian	Black/ African American	Hispanic/ Latin American	Asian American	Asian-Pacific Islander American	Asian- Indian 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															
Firm's Total															
Bay Area* Total															

* 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 subcontractors¹, 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, PHONE NUMBER AND E-MAIL ADDRESS	OWNERSHIP			TYPE OF WORK TO BE DONE ³	ESTIMATED DOLLAR AMOUNT
	ETHNICITY ²	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

¹ 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.

² 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

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



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 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

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

- 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

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.



CONTRACT EQUITY PROGRAM GUIDELINES CERTIFICATION (P-042)

Pursuant to the East Bay Municipal Utility District's ("District") Contract Equity Program Guidelines, Section I, Paragraph A.1, I hereby declare, under the penalty of perjury under the laws of the State of California, that

- 1) I am duly authorized to execute this certification on behalf of my company, corporation, joint-venture or sole-proprietorship, which has submitted a bid/proposal to District Specification/Proposal/Quotation No. _____ ;
- 2) I am familiar with the District's Contract Equity Program and Equal Employment Opportunity Guidelines and understand all of the program's requirements;
- 3) I understand and agree to comply with the District's Contract Equity Program, and all of the requirements therein, including each of the Good Faith Outreach Efforts;
- 4) I will post and distribute applicable District-supplied Equal Employment Opportunity material. My firm has a process for responding to complaints of Equal Employment Opportunity discrimination, harassment, and retaliation and a copy will be provided upon request;
- 5) I understand and agree that promoting local access to jobs that pay prevailing wages may improve the workforce diversity and may benefit employment in communities being impacted by this project; and
- 6) I understand, and expressly agree, on behalf of my company, corporation, joint-venture or sole-proprietorship, that the District may disqualify the bid/proposal submitted if we have not complied with the District's Contract Equity Program, and all of the requirements therein.

EXECUTED IN _____
(City, County, State)

ON _____ FOR _____
(Month, Date, Year) (Bidder's / Proposer's Company Name)

BY _____
(Print Name) (Title)

(Signature) (Phone Number)



DESIGNATION OF SUBCONTRACTORS (P-046)

Name of Bidder/Proposer _____

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name, the location of the place of business, and the California Contractor license number of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid. List all Subcontractors meeting these criteria, including sole-source Subcontractors.
2. The portion and estimated dollar amount of the work that will be done by each Subcontractor listed below. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its bid.

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

Please type or legibly print (attach additional sheets as necessary)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT



DESIGNATION OF SUBCONTRACTORS (P-046)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT

Designation of Subcontractors – From Public Contract Code Section 4105 - 4110

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

EXHIBIT B: APPENDIX 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 _____

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.



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.

EXHIBIT B: APPENDIX I ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Comply with the following in the performance of the services described in Appendix A (such services are hereinafter referred to as the “Work”):
1. Be responsible for maintaining compliance with applicable Federal, State and Local environmental regulations in its execution of the Work.
 2. Proper and lawful disposal of all waste (including but not limited to drill cuttings, drilling fluids, and well development water) generated as a result of the Work.
 3. Procurement of, payment for, compliance with, and where necessary at the end of the Work, proper termination of all necessary local, state and federal permits to perform the Work as specified.
 4. Shall store all drilling fluids, cuttings, and well development water onsite and not discharge to land, surface waters, storm drains, and/or sanitary sewers.
 5. Implement all required environmental plans, procedures, and controls during performance of the Work, including proper characterization and disposal of all drilling fluids, cuttings, and well development water.
 6. Meet with EBMUD’s project manager and designated Professional Geologist prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor’s procedures and to develop mutual understandings relative to compliance with the environmental protection requirements and administration of the Contractor’s environmental pollution control programs.
- B. Site Activities
1. No debris including, but not limited to, demolition material, treated wood waste, stockpile leachate, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, oil, cement, concrete or washings thereof, oil or

petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits.

2. Excess material shall be disposed of in locations approved by EBMUD's Project Manager consistent with all applicable legal requirements and disposal facility permits.
3. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the Regional Board or the State Water Resources Control Board, as required by the Clean Water Act.
4. Clean up all spills and immediately notify EBMUD's Project Manager in the event of a spill.
5. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans.
6. Divert or otherwise control surface water and waters flowing from existing projects, structures, or surrounding areas from coming onto the work and staging areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas. Following completion of Work, ditches, dikes, or other ground alterations made by the Contractor shall be removed and the ground surfaces shall be returned to their former condition, or as near as practicable, in EBMUD's opinion.
7. Maintain construction sites to ensure that drainage from these sites will minimize erosion of stockpiled or stored materials and the adjacent native soil material.
8. Furnish all labor, equipment, and means required and shall carry out effective measures wherever, and as often as necessary, to prevent Contractor's operations from causing visible dust emissions to leave the work areas. These measures shall include, but are not limited to, providing additional watering equipment, reducing vehicle speeds on haul roads, restricting traffic on haul roads, covering haul vehicles, and applying a dust palliative to well-traveled haul roads. If used, the

Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

- C. Certified Arborist: Individual designated by EBMUD and certified by the International Society of Arboriculture who will provide professional tree services (trimming, caring, planting, monitoring, etc.).

1.3 SUBMITTALS

A. Storm Water Pollution Prevention Plan

- 1. Submit a Stormwater Pollution Prevention Plan that describes measures that shall be implemented to prevent the discharge of contaminated storm water runoff from the jobsite.

B. Disposal Plan:

- 1. The Contractor shall submit a detailed Disposal Plan for the Engineer's acceptance prior to any work at the jobsite.

C. Construction Waste Disposal Plan:

- 1. Prepare a Construction and Demolition Waste Disposal Plan and submit a copy of the plan for the Engineer's acceptance prior to disposing of any material (except for water wastes which shall be addressed in the Water Control and Disposal Plan).
- 2. The plan shall identify how the Contractor will remove, handle, transport, and dispose of all materials 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 disposal of removed materials.
- 3. The Contractor shall procure the necessary permits required by the local, state, and federal agencies having jurisdiction over the handling, transportation, and disposal of construction and demolition waste.
- 4. Include a list of reuse facilities, recycling facilities and processing facilities that will be receiving recovered materials.

5. 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).
6. List the permitted landfill, or other permitted disposal facilities, that will be accepting the disposed waste materials.
7. Identify each type of waste material to be reused, recycled or disposed of and estimate the amount, by weight.
8. Plan shall include the sampling and analytical program for characterization of any waste material, as needed, prior to reuse, recycle or disposal.
9. Materials or wastes shall only be disposed of at facilities approved of by the District, as provided in Attachment 1 to Appendix I.
10. Submit permission to reuse, recycle, reclaim, or dispose of material from reuse, recycling, reclamation, or disposal 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 Engineer prior to removing any material from the project site.
11. 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.
12. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will analyze samples for suspected hazardous substances. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform. Submit prior to any laboratory testing.

D. Hazardous Waste Manifests:

1. Contractor shall use the "Uniform Hazardous Waste Manifest," EPA form 8700-22. The manifest must be printed by a USEPA approved printer as listed at <https://www.epa.gov/hwgenerators/approved->

registered-printers-epas-manifest-registry. Contractor shall prepare and District will review all hazardous waste manifests for acceptability prior to use.

2. Submit the “Generator’s Initial Copy” and a legible photocopy of the first page of hazardous waste manifests, land disposal restriction forms, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within 5 days of offhaul.
3. Submit proof that the transporter is certified by the State to transport hazardous wastes prior to any offhaul of hazardous wastes.
4. Submit name of disposal site where hazardous waste will be disposed of for Engineer’s approval. Hazardous waste shall only be disposed of at hazardous waste disposal facilities approved by the District.

F. Analytical Test Results:

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

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 SAMPLING AND ANALYSIS

- A. Contractor is responsible for characterizing all solid wastes, liquid wastes, and imported fill materials as described in Article 1.2 above.

1. Imported fill materials shall be sampled and tested prior to delivering on site.

B. Sampling and Testing of Materials:

1. All sampling and testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.
2. Sampling and analysis of wastes shall be conducted according to methods listed in Environmental Protection Agency Document SW 846. Sampling and analysis of wastes and solids shall be representative of total waste volume.
 - a. At a minimum, analytical work, conducted on spent abrasive, paint debris and soil shall include EPA 8080 STLC, TTLC, and TCLP; EPA 6010 and 7000 series for 17 metals (see below), STLC, TTLC, and TCLP.
 - b. Metal analysis shall include the following metals: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc.
3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.
4. EBMUD's Project Manager may witness sampling and may take samples for EBMUD's records and for additional analyses if required. Notify EBMUD's Project Manager at least 3 working days prior to sampling.

3.2 WASTE DISPOSAL

- A. EBMUD's Project Manager will review laboratory analysis results for District acceptance of Contractor Characterization of waste classification.
- B. Engineer will obtain a Hazardous Waste Generator's EPA ID Number if required for disposal of hazardous wastes.
- C. Engineer will give Contractor written notice to dispose of all or a portion of the waste material at a Class I disposal site if the Engineer determines that such disposal is required based on review of Contractor's waste characterization and the analytical results of samples collected.
- D. Waste materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Excavation materials shall be stored or stockpiled at each site until classified and accepted for movement by the Engineer.
- E. Transport materials and/or wastes in accordance with all local, state, and federal laws, rules, and regulations.
- F. Contractor shall be responsible for all costs of disposal of construction and demolition waste material and liquid wastes, along with any waste generated by the Contractor's work. Notwithstanding the foregoing, District shall reimburse any marginal additional costs incurred by Contractor to handle, transport, and dispose of hazardous waste, to the extent such costs exceed the cost to lawfully handle, transport and dispose of an equivalent quantity of non-hazardous waste, in accordance with Article 15 (Changes) of Appendix C (General Requirements).

3.2 DUST CONTROL AND MONITORING

- A. Dust Control
 - 1. Contractor shall implement all necessary dust control measures, including but not limited to the following:
 - a. All exposed surfaces with the potential of dust-generating shall be watered at least twice daily, or be covered with coarse rock, or as directed by the Engineer to reduce the potential for airborne dust from leaving the site.

- b. The simultaneous occurrence of more than two ground disturbing construction phases on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time, as appropriate.
- c. Cover all haul trucks entering/leaving the site and trim their loads as necessary.
- d. Using wet power vacuum street sweepers to:
 - 1) Sweep all paved access road, parking areas and staging areas at the construction site daily or as often as necessary.
 - 2) Sweep public roads adjacent to the site at least twice daily or as often as necessary.
- e. The use of dry power sweeping is prohibited.
- f. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- g. Gravel or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.
- h. Water and/or cover soil stockpiles daily.
- i. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- j. All vehicle speeds shall be limited to fifteen (15) mph or less on the construction site and any adjacent unpaved roads.

3.3 EMISSIONS CONTROL

A. Air Quality and Emissions Control

- 1. The Contractor shall ensure that for operation of any stationary, compression-ignition engines as part of construction, comply with Section 93115, Title 17, California Code of Regulations, Airborne Toxic Control Measure for Stationary Compression Ignition Engines, which

specifies fuel and fuel additive requirements as well as emission standards.

2. Contractor shall implement standard air emissions controls such as:
 - a. Minimize the use of diesel generators where possible.
 - b. 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 (ATCM) Title 13, Section 2485 of California Code of Regulations. Clear signage shall be provided for construction workers at all access points.
 - c. Follow applicable regulations for fuel, fuel additives, and emission standards for stationary, diesel-fueled engines.
 - d. Perform regular low-emission tune-ups on all construction equipment, particularly haul trucks and earthwork equipment.
3. Contractor shall implement the following measures to reduce greenhouse gas emissions from fuel combustion:
 - a. On road and off-road vehicle tire pressures shall be maintained to manufacturer specifications. Tires shall be checked and re-inflated at regular intervals.
 - b. Construction equipment engines shall be maintained to manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - c. All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of Oxide of Nitrogen (NOx) and Particulate Matter (PM).

3.4 NOISE CONTROL

- A. Comply with sound control and noise level rules, regulations and ordinances as required herein which apply to any work performed pursuant to the contract.
- B. Contractor is responsible for taking appropriate measures, including muffling of equipment, selecting quieter equipment, erecting noise barriers, modifying work operations, and other measures as needed to bring construction noise into compliance.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- D. Best available noise control techniques (including mufflers, intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds) shall be used for all equipment and trucks, as necessary.
- E. Truck operations (haul trucks and concrete delivery trucks) will be limited to the daytime hours in accordance with local noise ordinances and/or traffic regulations.
- F. Material stockpiles as well as maintenance/equipment staging and parking areas (all on-site) shall be located as far as practicable from residential receptors.
- G. If impact equipment (e.g., jack hammers, pavement breakers, rock drills etc.) is used for the project, Contractor is responsible for taking appropriate measures, including but not limited to the following:
 - 1. Hydraulically or electric-powered equipment shall be used wherever feasible to avoid the noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed-air exhaust shall be used (a muffler can lower noise levels from the exhaust by up to about 10 dB). External jackets on the tools themselves shall be used, where feasible, which could achieve a reduction of 5 dB. Quieter procedures, such as drilling rather than impact equipment, will be used

whenever feasible. It is the Contractor's responsibility to implement any measures necessary to meet applicable noise requirements.

2. Impact construction including jackhammers, hydraulic backhoe, concrete crushing/recycling activities, vibratory pile drivers etc. shall be limited to the day time hours in accordance with local noise ordinances.
3. Erect temporary noise barriers or noise control blankets around the construction site, particularly along areas adjacent to residential buildings.
4. Utilize noise control blankets around the major noise sources to reduce noise emission from the site.
5. Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example.
6. Limit the noisiest phases of construction to 10 work days at a time, where feasible.
7. Notify neighbors/occupants within 300 feet of project area at least thirty days in advance of extreme noise generating activities about the estimated duration of the activity.

3.5 PROTECTION OF NATIVE AND NON-NATIVE PROTECTED TREES

A. Tree Protection

1. Any tree injured during construction shall be evaluated as soon as possible by a certified arborist provided by EBMUD, and replaced as deemed necessary by the certified arborist.

END OF SECTION

Contractor shall provide the specifications of the dust palliative for approval by EBMUD's Project Manager prior to use. The Contractor shall be responsible for damage resulting from dust originating from its operations. The dust abatement measures shall be continued for the duration of the Contract. Water the site in the morning and evening, and as often as necessary, and clean vehicles leaving the site as necessary to prevent the transportation of dust and dirt onto public roads. Dust control involving water shall be done in such a manner as to minimize waste and runoff from the site.

9. Construction staging areas shall be graded, or otherwise protected with Best Management Practices (BMPs), to contain surface runoff so that contaminants such as oil, grease, and fuel products do not drain towards receiving waters including wetlands, drainages, and creeks.
10. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
11. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of in a manner consistent with all applicable federal, state, and local laws and regulations.
12. Contaminated materials excavated and/or removed from the construction area shall be disposed of in a manner consistent with all applicable local, state, and federal laws and regulations.

1.2 DEFINITIONS

- A. **Characterization:** Identification of chemical, microbiological, or radiological constituents of solid wastes, liquid wastes, and imported fill materials. 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 California Department of Health Services.
- B. **Hazardous waste:** A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter 6.5,

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 1, 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 1, 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	Type of Waste Accepted	
		General	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 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
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
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.

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
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	Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery
Philip Services Corp, dba 21st Century EMI	Fernely, NV	RCRA TSDF recycler	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.
Potrero Hills Landfill	Suisun City, CA	Class III, Municipal Solid Waste Landfill	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.
Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Company	Roosevelt, WA	Class III, non-hazardous waste	Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.
Recology - Hay Road Landfill	Vacaville, CA do not use site in Gilroy, CA 95020	Class II, Municipal Solid Waste Landfill	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.
Redwood Landfill	Novato, CA	Class III, non-hazardous waste	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.
Rho-Chem, LLC. (subsidiary of Philip Services Corp)	Inglewood, LA County, CA	RCRA storage and treatment	Class I - RCRA and Non-RCRA - spent solid and liquid recycler

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
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 (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; accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only
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, 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, 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, LLC (Republic Services)	Livermore, CA	Class II and III non-hazardous waste	Municipal solid wastes, construction & demolition debris INCLUDING 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) 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. NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use
Vulcan Materials Co.	Pleasanton, CA	Class III, Land reclamation & 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.

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
West Winton Ave. Landfill (aka Russell City Dump, All City Dump, KOFY site, AC Flood Control Dist disposal site).	Hayward, CA	Class III (Limited Operation)	Accepts clean soil with bits of asphalt. No concrete
World Oil Recycling	Compton, CA	Operated under a Hazardous Waste Facility Permit by 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.ebmud\data\workgroups\omd\rco\ECS\Haz Waste\Disposal Facility Audits>List of Acceptable TSDF Facilities to Append to Specs.xls

EXHIBIT B: APPENDIX J

PROJECT SAFETY REQUIREMENTS –COVID-19 SAFETY

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.

District contractors are expected to adhere to all applicable health and safety regulations on COVID-19 in the workplace and follow District-specific requirements when at a District facility or working on District projects. District specific requirements may include safety measures beyond what is prescribed in regulation in order to mitigate transmission of COVID-19 in our facilities. This may include a universal face covering requirement . To ensure all contractors are aware of the current District requirements, they are listed below.

REGULATORY REQUIREMENTS

All District contractors shall comply with applicable Cal-OSHA health and safety regulations in the California Code of Regulations (CCR) Title 8 and any applicable laws and health orders with jurisdiction over their worksites. This includes the applicable COVID-19 regulations listed in CCR Title 8 Sections 3205, 3205.1, 3205.2, and 3205.3. The Occupational Safety and Health Standards Board has re-adopted these regulations, and they are in place through February 3, 2025, unless rescinded or repealed.

The Cal-OSHA COVID-19 regulations require employers by reference to follow all applicable isolation, quarantine, and close contact exposure response actions recommended by the California Department of Public Health (CDPH).

ADDITIONAL DISTRICT REQUIREMENTS

Vaccination Policy: On September 16, 2021, the District implemented a vaccine policy which extends to contractors who work on District projects. All contractors who work on District projects shall be fully vaccinated for COVID-19 (as defined by CDC/CDPH) unless granted an exemption on the basis of sincerely held religious beliefs or valid medical reasons. The Contractor shall manage the exemption determination process in accordance with applicable employment laws and regulations. The Contractor shall provide their policy for District review as part of the submittal process.

Being “Fully Vaccinated” is defined as 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

Face Covering Requirements: There are no current universal face covering requirement for District facilities. Face coverings may be required at certain District facilities when a worksite meets the criteria of an Outbreak as defined by CCR Title 8 Section 3205.1 and CDPH. Changes to this policy will be communicated through the District project manager.

NOTIFICATION OF COVID-19 POSITIVE CONTRACTOR EMPLOYEES

Should the District contractor become aware of one of their employees testing positive for COVID-19, and they work at District worksites or facilities, that contractor shall immediately notify the District project manager (no later than 24 hours) and provide the following information:

1. Vendor/Contractor Company Name:
2. Last day positive employee was onsite
3. Date of onset of symptoms
4. Date of positive test result
5. District work locations (specific buildings, floors, etc.) the positive case was at during their *infectious period.

**The Infectious Period starts two days before symptoms develop and ends at least 5-10 days after their symptoms first appeared. For asymptomatic cases (those who test positive and do not*

have symptoms), the infectious period starts two days before the positive test result was collected and ends 5-10 days after the positive test result was collected.

6. Listing of District ****close contacts** (If unable to determine, shall provide additional information to help the District determine who may have been exposed such as meetings attended, indoor areas accessed, etc.)

***Close contact exposure is defined as sharing the same indoor airspace for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes) during the *infectious period of a COVID-19 case.*

The District project manager will then notify the District's COVID Hotline to complete response actions for the positive case and notify affected District employees.

EXCEPTIONS

Vendors or suppliers making deliveries to District facilities or job sites where no contact or only incidental contact (less than 10 to 30 minutes) is made with other people are exempt from the vaccination requirements. As an example, a delivery driver waiting or queueing inside a vehicle or operating equipment in isolation from others. Note - this exemption 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 inperson 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, at the earliest time possible, but no later than three business days after the start of the emergency 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.

**EXHIBIT B: APPENDIX K
SPECIFICATIONS FOR INSTALLATION OF
SINGLE MONITORING WELLS**

SPECIFICATIONS FOR THE INSTALLATION
OF FIVE MONITORING WELLS
EAST BAY MUNICIPAL UTILITY DISTRICT



**Luhdorff &
Scalmanini**
Consulting Engineers

September 2023

TABLE OF CONTENTS

1. TECHNICAL PROVISIONS.....	3
1.1 ENGINEER	3
1.2 TERMINATION AND ALTERNATIVE WELL	3
1.3 PRELIMINARY TEST HOLE AND MONITORING WELL DESIGN	3
1.4 PERMITS AND NOTIFICATIONS.....	3
1.5 SERVICES FURNISHED BY THE OWNER.....	4
1.6 REFERENCE POINTS	4
1.7 WORK AREA RESTRICTIONS.....	4
1.8 CONSTRUCTION INSPECTION	5
1.9 SITE SECURITY.....	5
1.10 WATER FOR DRILLING	5
1.11 NUISANCE WATER, DEVELOPMENT WATER, AND DRILL CUTTINGS.....	6
1.12 CONTINGENCIES	6
2. GENERAL REQUIREMENTS.....	7
2.1 SCOPE OF WORK.....	7
2.2 LOCATION AND LOCAL CONDITIONS.....	8
2.3 DRILLING FLUID CONTROL PROGRAM	9
2.4 MATERIALS	10
2.5 TEST HOLE DRILLING AND MONITORING WELL CONSTRUCTION.....	12
3. MEASUREMENT AND PAYMENT	21
3.1 GENERAL.....	21
3.2 ITEM NO. 1A: MOBILIZATION	21
3.3 ITEM NO. 1B: SITE TO SITE MOBILIZATION	21
3.4 ITEM NO. 2: TEST HOLE DRILLING	21
3.5 ITEM NO. 3: GEOPHYSICAL LOGGING.....	22
3.6 ITEM NOS. 4A, 4B: WELL CASING AND SCREEN	22
3.7 ITEM NO. 5: GRAVEL ENVELOPE AND FINE SAND TRANSITION	22
3.8 ITEM NO. 6: ANNULAR SEAL.....	22
3.9 ITEM NO. 7: WELL DEVELOPMENT.....	23
3.10 ITEM NO. 8: WELL SURFACE COMPLETION.....	23
3.11 ITEM NO. 9: STANDBY TIME	23
3.12 ITEM NO. 10: SITE CLEAN-UP AND RESTORATION.....	23
3.13 ITEM NO. 11: BOREHOLE ABANDONMENT	23

1. TECHNICAL PROVISIONS

1.1 ENGINEER

The Engineer for the project is Luhdorff and Scalmanini, Consulting Engineers, 500 First Street, Woodland, California 95695 (Contact: Scott Lewis at (530) 661-0109 (Main), (916) 240-0230 (Cell)). The Engineer will act as the Owner's agent with respect to interpretation of the Plans as well as serving as a technical advisor and inspector during drilling and well construction activities. During the course of the Work, the Engineer may advise the Owner as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the Work. In addition, the Engineer may advise the Owner on questions which arise as to the interpretation of the Plans and Technical Provisions, questions as to the acceptable fulfillment of the contract on the part of the Contractor, and questions as to measurement and payment.

1.2 TERMINATION AND ALTERNATIVE WELL

Owner reserves the right to terminate the Work on the wells at any time. In such an event, the Contractor shall be paid for work completed at that time in accordance with the prices stated on the BID FORM. The Owner reserves the right to select an alternate site to replace an abandoned test hole or well. If an alternate site is chosen by the Owner, the Contractor shall be paid for the work done on the alternate site in accordance with the unit prices stated on the BID FORM.

1.3 PRELIMINARY TEST HOLE AND MONITORING WELL DESIGN

Final quantities for test hole drilling and well construction will be based on actual conditions encountered during the drilling. The Work described in the Plans and Technical Provisions reflects the Engineer's preliminary design and may be modified in response to actual subsurface conditions revealed through the drilling operations. All compensation shall be based on actual quantities using unit or lump sum prices stated on the BID FORM.

1.4 PERMITS AND NOTIFICATIONS

1. The Contractor shall be responsible for obtaining the necessary permits to perform the contract Work. All permits shall be posted on the drilling rig prior to the start of drilling operations.

2. The permitting agencies are as follows:

Alameda County
Alameda County Public Works Agency
Water Resources Section
399 Elmhurst Street

Hayward, CA 94544
Phone: (510) 670-6633

Contra Costa County
Contra Costa County Environmental Health Division
2120 Diamond Boulevard, Suite 100
Concord Ca 94520
Phone (925) 608-5500

3. The Contractor shall notify the Engineer and the appropriate regulatory agencies in advance of the commencement and completion of the test holes and well constructions and prior to the placement of surface annular seals.

1.5 SERVICES FURNISHED BY THE OWNER

The Owner has obtained the necessary legal right-of-way for the drilling and well construction work on all project sites.

1.6 REFERENCE POINTS

The Owner will stake the location of the test holes.

1.7 WORK AREA RESTRICTIONS

- A. General** -- The Contractor shall protect all existing facilities and shall keep the site clear and open all the time. The Contractor may use, without cost, open areas on the project site as approved by the Engineer, for the Work.
- B. Coordination with Other Activities** -- Contractor is advised that other work by the Owner may be conducted at the project site. The Contractor shall limit all activities to the designated work areas.
- C. Work Hours** – Operations will be limited to weekdays only. No work shall be undertaken on Saturdays, Sundays or legal holidays.
- D. Noise** -- Contractor shall adhere to any applicable noise level restrictions for each project site.
- E. Health and Safety** -- Contractor shall provide and adhere to a health and safety plan to address actual or potential hazards associated with the Work. A copy of the Contractor's health and safety form shall be posted at the job site.

F. Hazardous Materials -- The Contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

1. The Contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the Engineer, in advance, Material Safety Data Sheets for each hazardous material.
2. All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.
3. Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.
4. The Contractor will be considered the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.
5. Violation of any of the above methods shall be sufficient cause for the Owner to stop all work. Any expense incurred by the Owner caused by the work stoppage will be borne by the Contractor. These expenses will include all costs to return the job site and all other areas contaminated by the Contractor to a hazard-free condition.
6. The Contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanup of any suspected hazardous materials the Contractor used, left on the job site, or disposed through a municipal drain or sewer, and any damage to property and/or injury to any person.

1.8 CONSTRUCTION INSPECTION

The work specified in the Technical Provisions will be inspected by the Engineer, Owner, or Owner's agent, at various stages of the construction.

1.9 SITE SECURITY

The Contractor shall provide suitable means of protecting the borehole(s) from the entrance of foreign objects at all times for the duration of the contract.

1.10 WATER FOR DRILLING

Water for drilling operations will be available from an onsite source. The Contractor is responsible for delivering the water to the drilling sites from the assigned water source.

The contractor shall employ means to prevent cross contamination of the water source (backflow preventer, air gap).

1.11 NUISANCE WATER, DEVELOPMENT WATER, AND DRILL CUTTINGS

- A. Nuisance Water** -- Nuisance water, such as rainfall or surface runoff, may occur at the well sites during the period of construction under this contract. The Contractor shall at all times protect the Work from damage by such waters and shall take all due measures to prevent delays in progress of the Work caused by such waters.
- B. Development Water** -- During development of the well, the discharge water shall be fully contained in tanks, bins, trucks or by other means. All water and fluids generated by the drilling, construction, and development process shall be contained in tanks, bins, or trucks and lawfully disposed off-site. No fluids shall be discharged to the ground. Transportation and disposal costs shall be the responsibility of the Contractor.
- C. Drill Cuttings**— All drill cuttings generated as part of the drilling process shall be contained in tanks, bins, or trucks. Drill cuttings shall remain onsite until the Engineer has collected representative samples of the cuttings for CAM 17 metals analysis or any other suspected constituents of concern. Only after the cuttings are determined to be on hazardous, can the cuttings be removed from the site. Nonhazardous cuttings shall become the property of the Contractor who shall take full ownership of and be responsible for handling and proper offsite disposal. Transportation and disposal costs shall be the responsibility of the Contractor.

Cuttings that are determined to be hazardous shall become the property of the Owner. The Owner shall be responsible for transportation and proper disposal of hazardous cuttings.

1.12 CONTINGENCIES

Materials and/or support services in connection with the Work, which are deemed “extraordinary” or “site-specific”, and not “contemplated” under the Agreement shall be paid for separately.

2. GENERAL REQUIREMENTS

2.1 SCOPE OF WORK

- A. Purpose** – Monitoring wells shall be constructed and developed as part of the project. Minimum 8 ¼-inch diameter test holes shall be drilled at each site which shall serve to evaluate the lithologic character of subsurface formations and aquifers at the candidate well sites to determine characteristics of the aquifer materials through geophysical surveys, evaluation of lithologic samples, and measurements. The monitoring wells will be used to sample ground water and measure water levels at selected depth horizons. The monitoring wells will be constructed of 2-inch diameter Schedule 40 PVC. The wells to be constructed at each site, preliminary test hole depths, and preliminary monitoring piezometer depths are summarized below. The test holes shall be drilled using the direct mud rotary drilling method.

Well	Borehole Depth (ft)	Casing Depth (ft)	Screen Interval (ft)
Required Wells			
N1 – 300	300	295	280-290
N3 – 150	150	145	130-140
S2 – 600	600	595	580-590
Optional Wells			
N3 – 300	300	295	280-290
S1 – 600	600	595	580-590

B. Test Hole Drilling and Well Construction

1. The Work to be completed under this Contract will consist of furnishing all materials, labor, equipment, fuel, tools, transportation and services for the drilling, sampling and logging of test holes at selected sites. The test holes shall be converted to permanent monitoring wells. In the event that the Owner does not elect to convert a test hole to a well, the test hole shall be destroyed in the manner specified herein.
2. The three required project sites are located in Alameda County (2 sites) and Contra Costa County (1 site), CA. The two optional project sites are located in Alameda County (2 sites).
3. The maximum anticipated test hole depth is 600 feet. The actual depth of the test holes will depend on the lithology encountered. A driller's log will be prepared to describe the lithology encountered during drilling. The contractor will collect

samples of drill cuttings. Each test hole shall be geophysically logged.

4. The minimum diameter of each test hole is 8 ¾-inches. The contractor may drill a larger diameter test hole at his own expense.

5. The final design for the monitoring wells will be prepared by the Engineer after evaluating the test hole data.

6. Cuttings, drilling fluids, and development water shall be completely contained. Contractor shall take care and employ all reasonable measures to prevent fluids from leaving work area and/or entering storm water systems. The Contractor shall take full ownership of drill cuttings generated from drilling operations and be responsible for handling and proper offsite disposal. Transportation and disposal costs shall be the responsibility of the Contractor.

C. Preliminary Monitoring Well Design

1. Conceptual, preliminary monitoring well designs are depicted in the Plans. The piezometer assemblies will be equipped with appropriate centralizers to ensure that the screen intervals are adequately spaced from the borehole wall.

2. A graded gravel envelope, a fine sand transition seal, and a cement sanitary seal will be placed in each well via the tremie pipe method.

3. The monitoring wells will be housed in below grade vaults.

D. Local and State Standards

1. All drilling and well construction activities shall comply with local and State standards. If a conflict arises between the Technical Provisions and regulatory requirements, the Contractor shall immediately notify the Engineer and not proceed until the Engineer resolves the conflict.

2. It is the Contractor's sole responsibility to satisfy the well permitting requirements.

2.2 LOCATION AND LOCAL CONDITIONS

The subsurface geology at the site consists of interstratified sand, clay and gravel. The uppermost 100 feet consists of mostly sand and gravelly sand alternating with silty clay beds. From 100 to 200 feet the lithology consists of clays interbedded with thin sands.

2.3 DRILLING FLUID CONTROL PROGRAM

A drilling fluid program shall be employed by the contractor in accordance with the following general conditions.

1. A drilling fluid control program shall be prepared by a qualified, professional drilling fluids engineer and submitted to the Engineer for approval. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure protection of water bearing and potential water bearing formations exposed in the borehole, and the ability to obtain reliable representative samples of the formation materials.

2. Material used by the Contractor to prepare the drilling fluid shall be composed of water from an assigned source and drilling additives processed to meet or surpass the specification in the American Petroleum Institute "Std. 13-A for Drilling Fluid Materials". All drilling fluid additives will comply with recognized industry standards and practices and they shall be used as prescribed by the manufacturer. Toxic and/or dangerous substances shall not be added to the drilling fluid.

3. The drilling fluid shall be made up of high grade bentonite clays or organic polymer additives in common drilling usage in the water well industry, and shall possess such characteristics as required to condition the walls of the borehole to prevent caving of formations and excessive loss of circulation, facilitate removal of the cuttings, and produce an easily removed thin filter cake.

4. In accordance with these Technical Provisions, the Contractor shall submit a drilling fluid program for approval prior to construction. The submittal shall include the recommendations for make-up water conditioning, quantities of clay base, and additives required to maintain a drilling fluid having properties within the ranges specified below for test hole drilling and reaming operations.

The drilling fluid shall be maintained in such a manner as not to exceed the properties specified above for weight, viscosity, and sand content without the approval of the Engineer. In addition, the Contractor shall maintain the minimum viscosity of the drilling fluid that will raise cuttings and adequately condition the walls of the holes. At the completion of all drilling operations, the drilling fluid shall be conditioned and meet the following property ranges for well construction.

- | | |
|----------------------------|--------------------|
| a) Weight: | 8.7 – 9.3 lbs./gal |
| b) Marsh Funnel Viscosity: | 28 – 35 sec/qt |

- c) API Filter Cake Thickness: <math><3/32</math>
- d) Sand Content of Returns: <math>< 1/2\%</math> by volume

5. The drilling rig must be provided with equipment to measure the drilling fluid weight, viscosity, API filter cake, and sand content.

6. The Contractor shall maintain a current log describing the condition of the drilling fluid on the site. The log shall include the following:

- a) time, depth and results of all drilling fluid tests;
- b) materials added to the system; type, quantity, time, and depth;
- c) variances or modifications from approved drilling fluid program (e.g., time, depth, reason, and authorization).

7. Proper control of the drilling fluid must be maintained to the satisfaction of the Engineer. The Contractor will be required, at the Contractor's expense, to retain or employ an experienced, qualified drilling fluid, or mud, engineer to supervise and maintain drilling fluid characteristics to the satisfaction of the Engineer if such control cannot be accomplished by the Contractor.

8. If at any time the drilling fluid is not in compliance with these Technical Provisions or the recommendations of the drilling fluid engineer, as approved by the Engineer, the properties shall be adjusted and the tests rerun until the drilling fluid obtains the specified characteristics. If the specified properties cannot be maintained, the drilling fluid shall be replaced.

9. A drilling fluid tank will be used for the drilling and well construction operations. The tank must be equipped with a shale shaker and de-sanding cones and be of sufficient size.

2.4 MATERIALS

2.4.1 CERTIFICATES OF COMPLIANCE

If requested by the Engineer, the Contractor shall provide certificates of compliance as specified herein.

A. Items Requiring a Certificate of Compliance

1. The Contractor shall submit to the Engineer for approval, certificates of compliance for the following materials:

- a) Cement Grout Sealing Material
 - b) Blank Well Casing
 - c) Well Screen
 - d) Gravel Envelope Material
2. No material shall be incorporated into the Work until certificates of compliance have been approved in writing by the Engineer.

B. Content of Certificates of Compliance

- 1. Certificates of compliance from the Contractor, suppliers, and/or manufacturers, shall clearly indicate that the material to be delivered to the job site will meet all requirements of the project Technical Provisions. A certificate of compliance shall include, but not be limited to the project title, delivery location, date (or approximate date) of delivery, name of the material with appropriate classification or model numbers, quantity, name of the manufacturers, statement of compliance with all requirements of the Technical Provisions, and the name, title and signature of the certifying agent.
- 2. A factory or mill certification (laboratory test report) shall be submitted with the certificates of compliance for all components of the casing assembly. The factory or mill certification shall not be a substitute for the certificate of compliance, unless it contains all information required for a certificate of compliance as described above. Insufficient, incomplete, or unclear certificates will be rejected and the Contractor shall be responsible for all delays caused by any need for re-submittal.

C. New Materials -- All materials provided by the Contractor shall be new.

2.4.2 MATERIALS SPECIFICATIONS

A. Sealing Material -- Sealing material, consisting of sand-cement grout shall be employed for abandonment purposes and surface seals in the wells. Bentonite chips as well as sand/cement grout may be employed in the wells for intermediate seals and to limit infiltration of cement grout into the gravel envelope.

- 1. The sealing material shall be composed of a slurry of sand-cement grout. The grout shall consist of a sand-cement mixture in accordance with California Department of Water Resources Well Standards, Bulletin 74-81/Supplement 74-90.

2. The mixture for the surface, or sanitary, seal shall conform to State standards and local ordinances for sanitary seals.
3. The bentonite sealing material shall be a graded chip bentonite with granules ranging from 1/4 inch to 3/8 inch. An approved product for the bentonite seals is "HOLEPLUG" as manufactured by the NL Baroid Division of NL Industries, Inc.

B. Well Casing and Screen Material

1. The 2-inch diameter PVC well casing and well screen for the monitoring well will be made of ASTM F-480-88A Schedule 40 PVC. The ends of each joint shall be threaded and coupled with O-ring seals. The blank casing will be 2-inch Schedule 80 PVC, ASTM F480-88A. The well screen shall be fabricated from the same material as the blank casing. The perforations shall be machine cut horizontal slots, with openings of 0.030 inch.
2. The bottom of each PVC casing assembly shall be furnished with PVC threaded, pointed or rounded end cap of the same schedule and size as the casing and the same specifications as described herein.
3. Each casing will be fitted with appropriate centralizers to ensure that the well casings meet the minimum 2-inch separation distance from the borehole wall
4. The top of each casing shall be furnished with a watertight and locking security plug.

C. Gravel Envelope -- All gravel or coarse-grained sand for packing shall be hard, water-worn, and washed clean of silt, fine sand, dirt, and foreign matter (crushed gravel will not be accepted). It shall be well rounded, graded, and selected. The gravel envelope material is specified to be Silica Resources Incorporated (SRI - Marysville, CA) sand, or equal. Alternative materials are subject to the approval of the Engineer. A description and sieve analysis of gravel packing materials to be delivered to the site must be submitted prior to the use of the material in the Work. The gravel, if stockpiled at the well site, shall be protected and kept free of foreign matter.

2.5 TEST HOLE DRILLING AND MONITORING WELL CONSTRUCTION

2.5.1 MOBILIZATION AND SITE TO SITE MOBILIZATION

A. General

1. Mobilization to the site shall include acquisition and payment for all necessary

permits; transportation of personnel, equipment, and operating supplies to and from the site establishment of portable sanitary facilities, preparing a work site sufficient to support equipment and personnel in a safe and workman-like manner, and other preparatory work at the site required by the Contractor for his/her operations.

2. The Contractor shall provide one complete direct rotary drilling unit with shaker, de-sanding cones, and containment facilities. The Contractor shall also provide all tools, accessories, power, fuel, materials, supplies, and lighting necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of sufficient capacity to perform the specified drilling and well construction.

2.5.2 TEST HOLE DRILLING

A. Scope – The test holes shall be drilled using the direct rotary method. The hole shall be drilled at a minimum diameter of 8 3/4 inches. The final depth of each test hole will depend location and the lithology encountered while drilling and will be determined by the Engineer. It is anticipated that the test holes will range in depth of 150 to 600 feet.

B. Methods

1. The test holes shall be drilled using the direct circulation rotary drilling method of construction. The drilling fluid for the direct rotary drilling operation shall conform to the specifications of Section 2.3.
2. The drilling operations shall be conducted using equipment that is adequate to reach the depth and perform the evaluations specified in the Technical Provisions. If, in the opinion of the Engineer, the Contractor's equipment is not capable of satisfactorily performing the specified work, the Contractor, at his/her own expense, shall substitute equipment satisfactory to the Engineer.
3. The Contractor shall take all measures necessary to protect the top portions of the test hole from caving or raveling.
4. The Contractor shall keep records providing the following information:
 - a) A record of construction activities for each shift.
 - b) A time drilling log of the test hole recording the time (in minutes) required to drill down each section of drill pipe.
 - c) A log of drilling bit types and depths of changes.

d) Record of drilling fluid properties at 4-hour intervals during drilling operations. The record shall show drilling fluid weights, Marsh Funnel viscosity, sand content, drilling fluid losses, and any additives used.

e) A drilling log which defines and classifies the type of formations encountered during the drilling. The log will consist of the depth at which each change in formation is encountered, the classification of the material encountered, its color and particle size. Classification of silt, sand, gravel, cobbles, etc. shall be based on the size of material encountered in accordance with the established and accepted geologic standard for classification of these materials. If more than one size of material is encountered in a formation such as "sand and clay", an estimate of the quantity of each shall be recorded, such as "20% sand, 80% clay".

f) All measurements for depths shall be referenced to the existing ground surface at the well site.

5. During the drilling of the test holes, the Contractor shall collect representative samples of the rotary drill cuttings at 10-foot intervals and at formation changes. The Engineer may direct the Contractor to collect samples at more frequent intervals if deemed appropriate. The samples collected shall not be washed. They shall be carefully drained of excess drilling fluid but in a manner which will preserve the finer particle size of the sample. Each sample taken shall be preserved in quart-size "Zip-Lock" plastic freezer bags and marked as to date, depth, and well number. The samples shall be properly stored by the Contractor in a manner as to prevent breakage or loss until they are accepted by the Engineer.
6. Upon completion of the test hole drilling, a geophysical log shall be conducted per section 2.5.3.

2.5.3 GEOPHYSICAL LOGGING

A. Scope -- This item shall consist of conditioning the bore hole and conducting geophysical surveys in the test hole. The geophysical surveys to be run in the test holes are the gamma ray, spontaneous potential and resistivity surveys.

B. Methods

1. The Contractor shall furnish services for logging the test holes. An acceptable geophysical logging service company is Pacific Surveys. Borehole geophysical logs, consisting of gamma ray, spontaneous potential (SP) and multiple resistivity, shall be conducted in each test hole.

2. The spontaneous potential survey shall be plotted on a scale of one-inch equal to plus or minus 20 millivolts. The gamma ray survey shall be plotted on a scale of one-inch equal to plus or minus 20 API units. The multiple resistivity survey shall consist of a point resistivity curve and multiple resistivity curves employing 16-inch short normal and 64-inch long normal spacing's on a one-inch equal to 20 or 40 ohm scale. All surveys will be plotted on a footage scale of one-inch equal to 20 feet in accordance with the American Petroleum Institute standard.

3. The Contractor is responsible for the integrity of the borehole to assure that the geophysical logging can be successfully conducted. The Contractor shall maintain circulation in the borehole with tools on the bottom of the hole until the logging equipment is on location and prepared to conduct the survey. The logging service company shall obtain a ditch sample of the circulating fluid for calibration of the logs prior to the securing of the circulating pump. Tools shall then be pulled by the Contractor and the logging services immediately commenced. If the logging probe fails to descend to the desired depth, the Contractor, at his/her own expense, shall run the drilling tools to the target depth to recondition the hole.

4. Upon completion of logging operation, the Contractor will deliver four (4) field prints to the Engineer. Four final prints and an electronic ASCII file of the geophysical surveys shall be provided with the final records submittal. The field copies of the electrical log shall be approved by the Engineer before the logging service is released from the site by the Contractor.

2.5.4 WELL CASING AND SCREEN

A. Scope -- This item shall consist of furnishing and installing blank casing and well screen as specified in the Engineers' final design.

B. Methods

1. A wiper trip shall be conducted to ensure that the borehole is open to the total depth prior to running casing.

2. A tremie pipe of a minimum two-inch diameter shall be run into the borehole to the total depth of the casing installation. Circulation by pumping shall be established using fluid from the drilling fluid/mud tank of the same viscosity as that in the borehole. Circulation shall continue for a period of thirty minutes prior to casing installation.

3. With the tremie pipe remaining in the borehole, casing installation shall proceed in accordance with the final well design for casing installation furnished by the Engineer.

4. The casing assemblies shall be installed to the specified depth supported above the ground surface. The casing shall be capped to ensure that foreign particles are prevented from entering the casing.
5. Centralizers sufficient to ensure a minimum annular space of 2-inches around the well casing shall be installed immediately below and above the screened interval and every 80 feet thereafter to ground surface.
6. The casing shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the reamed hole to ensure that none of the casing will be supported from the bottom of the hole.
7. Circulation through the tremie pipe shall continue during the casing installation.
8. If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the Engineer, the Contractor shall remove the casing, recondition the borehole and reinstall the casing to the specified depth. If the casing cannot be removed from the borehole the contractor shall construct another well immediately adjacent to the original location and complete the well in accordance with these Technical Provisions at no additional cost to the Owner. The abandoned hole shall be sealed in accordance with these Technical Provisions and in accordance with any laws pertaining to proper well abandonment at no additional cost to the Engineer.
9. If any of the casing assemblies collapse prior to well completion, the remaining hole shall be abandoned in accordance with these Technical Provisions at no cost to the Owner. A replacement borehole and well shall be drilled and constructed at an adjacent location as directed by the Engineer

2.5.5 GRAVEL ENVELOPE AND INTERMEIDIATE SEALS

A. Scope -- This item shall consist of providing and installing gravel or coarse grained sand opposite the screen intervals and intermediate bentonite or sand/cement seals between the screen intervals, as specified by the Engineer, in the annulus between the casing and screens and the well bore of each well. Intermediate bentonite seals may be used in saturated zones. Sand/cement grout shall be used for intermediate seals in unsaturated zones.

B. Methods

1. Prior to placement of the gravel pack and intermediate seals in the well, the drilling fluid shall be thinned with clean water. Thinning shall be accomplished by reducing the viscosity of the drilling fluid in the sump to a maximum marsh funnel

viscosity of 30 seconds and a maximum weight of 8.9 pounds per gallon by the addition of clean water to the sump. The Contractor shall avoid the direct injection of water into the well bore through the tremie pipe in order to prevent unbalancing the fluid consistency in the borehole.

2. Gravel packing and sealing material shall be pumped or gravity fed through the tremie pipe. The gravel pumping system shall consist of a hopper, which will allow for the calculation of the amount of gravel packing material entering the borehole. The Contractor shall provide the Engineer with a schematic drawing of the system of gravel placement he intends to employ prior to the installation of casing.

3. The tremie pipe shall be removed in approximately twenty-foot intervals when the gravel in the borehole reaches the tremie pipe.

4. The quantities of gravel placed in the annulus of each well shall not be less than the computed volume of the annulus. A quantity less than the computed value will be judged as an indication of voids, and corrective measures shall be taken by the Contractor.

5. If the volume of gravel installed in the annulus is less than the theoretical volume, the well may be rejected by the Engineer.

6. Gravel packing and bentonite seal placement shall continue uninterrupted until the gravel pack reaches the depth of the surface seal.

2.5.6 ANNULAR SEAL

A. Scope - This item shall consist of providing and installing a sand/cement grout annular seal in the annulus between the casing(s) and the bore of each well.

B. Methods - Installation of the annular seal shall conform to State Water Well Standards and the requirements of the well permitting agency.

1) The Contractor shall proceed with sealing operations after the Engineer verifies the depth of the top of the gravel in the well annulus.

2) The tremie pipe shall be installed no more than 5 feet above the placed gravel envelope before beginning seal placement. The bottom of the tremie pipe shall remain submerged in the sealing material maintaining a positive displacement throughout the sealing process until the grouting material has reached the ground surface.

3) The Contractor shall take measures to ensure that the weight of the cement

column does not collapse the well casing during the sealing operation.

4) Well development shall not commence until a minimum of 24 hours after placement of the seal.

2.5.7 WELL DEVELOPMENT

A. Scope -- This item shall consist of airlift pumping and surging of the wells. The purpose of well development is to remove drilling fluids and to develop the gravel pack and aquifer to ensure that proper ground-water samples may be obtained from the piezometers.

B. Methods

1. The Contractor shall provide an air compressor, sufficient pipe, and necessary equipment used for pumping that shall be capable of pumping 25 gpm from a static water level of 100 feet during development.

2. The air compressor used during well development shall be fitted with in-line filters to prevent volatile organic compounds from entering the well casings from the compressor. A 0.3 micron pre-filter and a 0.01 micron filter run in series and verified compatible to the Contractor's compressor will be required during all phases of well development. The Contractor shall furnish the Engineer with the make and model number of the air compressor to be used and the manufacturer and model number of the proposed filters to be used prior to the construction of the wells.

3. After the placement of the gravel envelope and annular seals has been completed, the gravel envelope shall be cleaned of all fluids, cake, and substances that would impair the flow of water into the well and the quality thereof. Cleaning shall be accomplished by airlift pumping and surging until the gravel has been cleaned and consolidated.

4. Pumping will be done with a minimum 3/8-inch diameter air pipe using the well casing as the eductor pipe. The air compressor and necessary equipment used for pumping shall be capable of pumping 25 gpm from a static water level of 100 feet during development. The pumping operations will be conducted until the well is fully developed and discharging clean ground water.

5. The development shall continue until the well produces water free of sand and the following turbidity guidelines can be achieved after surging the well. For piezometers that produce less than 2 gpm, a turbidity of 10 NTU within two casing volumes of purging. For piezometers that produce at least 2 gpm, a turbidity of 5 NTU must be achieved within two casing volumes of purging.

2.5.8 SURFACE COMPLETION

A. Scope -- This item shall consist of furnishing and installing a flush mount (vault) surface completion for the monitoring wells as shown on the Plans.

B. Methods

1. At grade (flush mount) well completions will be housed in a traffic rated valve box with a cast iron lid and locking ring. The valve box will be a Morrison Series 519 manhole or approved equal.
2. The Contractor shall excavate a hole large enough to allow for a 6-inch apron of concrete around the manhole at ground surface to a depth of 16-inches to allow for the installation of the specified manhole.
3. The box will be centered over the well casing(s) and set flush with existing grade.
4. A concrete slurry shall then be poured and tamped on top of the annular seal and brought to grade level such that the box is set in concrete.

2.5.9 BORE HOLE ABANDONMENT

A. General -- At the Engineer's determination, following completion of geophysical logging operations, a bore hole, or a lower portion of a bore hole, shall be destroyed in accordance with State and local standards for the construction and destruction of wells and other deep excavations.

B. Methods -- Sand/cement grout shall be injected from the bottom of the borehole by means of pumping equipment and a tremie pipe. The tremie pipe may be raised as the grout is placed but the discharge end must be submerged in grout at all times until the grouting is completed.

2.5.10 REJECTED BOREHOLE OR WELL

A. General -- No payment will be made for any labor or materials involved in the construction of any borehole or well when such a hole fails to reach the specified or directed final depth and/or diameter for any preventable cause, or when such a test hole fails to meet these Technical Provisions. Such holes will be rejected and shall be replaced as specified herein. Preventable failures include any failure caused by faulty or inadequate drilling equipment, failure caused by negligence or improper drilling operations or techniques, failure caused by the installation of faulty or non-approved materials, or failure caused by improperly protecting drill holes and drilling work from the natural elements, including cave-ins resulting from existing soil conditions.

B. Sealing and Replacement of a Rejected Borehole or Well -- Any rejected borehole or well shall be sealed at no additional cost to the Owner and in accordance with provisions of Section 2.5.9. Any casing remaining in the hole shall be cut off at a depth of five feet and the upper portion thereof removed.

C. Non-Payment for Borehole and Well Abandonment -- No payment will be made for the abandonment of a rejected borehole or well. The cost of abandonment shall be borne by the Contractor.

D. Replacement of a Rejected Borehole or Well – Any rejected borehole or well shall be replaced by another hole adjacent to the first, or at a location as directed by the Engineer.

2.5.11 STANDBY TIME

A. Scope

1. During the drilling operations, it may be necessary for the Engineer to perform work or analysis that will require the drilling crew and equipment to stand idle. In such an event, the Engineer shall request in writing the Contractor to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly cease operations if requested by the Engineer. The Contractor will be compensated for standby time at the rate listed on the Bid Form to the nearest half hour.

2. Within 12 hours after the completion of test hole drilling and logging operations, the Engineer will provide the final design of the well. Such time **will not** be considered standby time.

2.5.12 RECORDS

A. Scope -- The item consists of preparing final records of the drilling and well construction.

B. Well Completion Records -- Prior to final acceptance of a test hole or well, the Contractor shall prepare and deliver to the Engineer a Driller's Report in the format required by the State of California.

C. Final Prints -- The Contractor shall prepare two (2) final prints of the daily tour reports, the drilling logs, and as-built construction drawings.

2.5.13 SITE CLEAN-UP AND RESTORATION

A. Scope -- This item shall consist of restoring the work site to its original condition after work is completed.

B. Methods -- The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at completion of the Work, he/she shall remove all waste materials, rubbish, and debris from and about the well site as well as all tools, construction equipment, fuel tanks, machinery and surplus materials. The Contractor shall leave the site clean and ready for use by the Owner. The Contractor shall restore to their original condition all temporary work areas. Drill cuttings are to be properly disposed of offsite by the Contractor in accordance with these Technical Provisions. The Contractor is responsible for any damages to properties adjacent to the sites caused by drilling or construction activities associated with the Work described herein.

3. MEASUREMENT AND PAYMENT

3.1 GENERAL

Direct payment will be made only for the items listed in the proposal. Items of work not listed, but necessary to satisfactorily complete the Work, will not be paid for separately; and all costs in connection therewith shall be considered to be included for payment with the listed items.

3.2 ITEM NO. 1A: MOBILIZATION

A. Measurement: – Mobilization for test hole drilling and well construction, satisfactorily completed, will be paid for at the applicable lump sum price stated in the proposal.

B. Payment: – Mobilization will be made at the unit prices stated in the proposal. Such payment will be considered full compensation for mobilizing all labor, material, tools and equipment necessary and incidental to drill the test holes and construct the wells.

3.3 ITEM NO. 1B: SITE TO SITE MOBILIZATION

A. Measurement: – Mobilization for test hole drilling and well construction, satisfactorily completed, will be paid for at the applicable price stated in the proposal.

B. Payment: – Mobilization will be made at the unit prices stated in the proposal. Such payment will be considered full compensation for mobilizing all labor, material, tools and equipment necessary and incidental to drill the test holes and construct the wells.

3.4 ITEM NO. 2: TEST HOLE DRILLING

A. Measurement: – Test hole drilling will be measured as the number of lineal feet for which drill cuttings and a geophysical log are acquired.

B. Payment: – Payment for test hole drilling will be made on a linear foot basis at the unit price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to complete the test hole.

3.5 ITEM NO. 3: GEOPHYSICAL LOGGING

A. Measurement and Payment: -- Payment for this item shall be considered full compensation for all labor, tools, equipment, insurance and doing all work necessary and incidental to running a geophysical log in the test holes, including standby time. If the Engineer requests additional logging runs, in writing, the Contractor shall be paid for the additional logging “at-cost plus 15 percent”.

3.6 ITEM NOS. 4A, 4B: WELL CASING AND SCREEN

A. Measurement: – Well casing and screens shall be measured in place to the nearest whole unit of lineal feet satisfactorily installed in the final well.

B. Payment: -- The quantities of well casing and well screen, satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

3.7 ITEM NO. 5: GRAVEL ENVELOPE AND FINE SAND TRANSITION

A. Measurement: – Gravel envelope and intermediate seals will be measured in place to the nearest whole unit of lineal feet of annular space satisfactorily filled in the final well.

B. Payment: -- The quantities of gravel envelope and intermediate seals satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

3.8 ITEM NO. 6: ANNULAR SEAL

A. Measurement: – Annular seals will be measured in place to the nearest whole unit of lineal feet of annular space satisfactorily filled in the final well.

B. Payment: -- The quantity of annular seal, satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

3.9 ITEM NO. 7: WELL DEVELOPMENT

A. Measurement and Payment: -- The development of the well, satisfactorily completed, will be paid for at the price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to developing the piezometers.

3.10 ITEM NO. 8: WELL SURFACE COMPLETION

A. Measurement and Payment: -- Well surface completions, satisfactorily installed, will be paid for at the price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation of the security completion.

3.11 ITEM NO. 9: STANDBY TIME

A. Measurement: – Standby time, ordered by the Engineer, will be measured to the nearest one-quarter unit as the number of hours of idle time for drilling equipment and crew.

B. Payment: -- Standby time, ordered and approved by the Engineer, will be paid for at the unit price specified in the proposal.

3.12 ITEM NO. 10: SITE CLEAN-UP AND RESTORATION

A. Measurement and Payment: – The site clean-up and restoration satisfactorily completed will be paid for at the lump sum price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to restore the site to its original condition.

3.13 ITEM NO. 11: BOREHOLE ABANDONMENT

A. Measurement: – Abandonment will be measured as the number of lineal feet of borehole required to be destroyed and shall not exceed the number of feet of test hole successfully drilled and approved for payment under Section 3.3.

B. Payment: -- Payment for borehole abandonment will be made on a linear foot basis at the unit price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to destroy the test hole.

EXHIBIT B: APPENDIX L



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 B: APPENDIX M
CITY OF HAYWARD'S CONSTRUCTION SITE BEST
PRACTICES**



Construction Site Best Practices

Development Services Department
777 B Street Hayward, CA 94541
510.583.4140

Created: 5-03-18
Revised: 0-00-00

Construction sites can have a major effect on a neighborhood and the natural environment. To help mitigate these impacts, the City of Hayward requires contractors to comply with the construction site best practices included in this checklist. Please keep in mind that the procedures listed below are in addition to any conditions of approval tied to your specific project or development. **All conditions of approval must be followed.** If you have questions about any of these requirements, please don't hesitate to contact the City Building Official or the Building Inspector assigned to your project.

CHECKLIST

COORDINATION WITH THE CITY OF HAYWARD BUILDING DIVISION

- The contractor or developer shall provide general construction schedules to the Building Official and shall provide notice of any impactful procedures that will take place on or off the job site.

PUBLIC NOTIFICATION

- Construction teams shall provide a means of ample notification to surrounding neighborhoods and business owners that may be directly impacted by the ongoing construction. This may be accomplished by using social media, mailing, posting an information hotline, positing a link to a website or sending notifications to homeowner associations.
- The contact information for site management shall be posted in a conspicuous location on the exterior fence or entrance to the site. This information will allow surrounding homeowners or business owners to contact site management personnel if needed.

- See the Noise Control During Construction section for specific public notification requirements related to noise.

AUTHORIZED CONSTRUCTION HOURS

NOTE: Please see the specific conditions of approval for your project. Construction hours may be reduced in some cases. Also, your grading permit may have different time limitations than your building permit.

- Standard City Construction Hours are 7 a.m. to 7 p.m. Monday thru Saturday and 10 a.m. to 6 p.m. on Sundays and holidays. Work shall not take place outside of this timeframe. This includes the staging of or warming up equipment or movement of material or supplies. (Hayward Municipal Code CH 4 Article 1 SEC 4-1.03.4)

DUST CONTROL

Proper dust control shall be maintained by providing sufficient watering of sites. Dust shall be kept from spreading to surrounding areas and accumulating on adjacent walkways and public areas. All persons performing any grading or clearing shall take measures to control all dust caused by their grading or clearing activities. Dust control shall take the form of applying water or a dust palliative as necessary to contain dust on the work site. (Hayward Municipal Code CH10 Article 8 Sec 10-8.32 (g))

- Apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites, enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- Any soil or earth material being imported or exported from the site shall be watered to prevent dust during transport.

NOISE CONTROL DURING CONSTRUCTION

The following control measures for construction and grading noise shall be adhered to, unless otherwise approved by the Planning Director and/or The City Building Official:

(Hayward Municipal Code CH 4 Article 1 SEC 4-1.03.4 and Policy)

- No individual device or piece of equipment shall produce a noise level exceeding eighty-three (83) dBA at (25) feet from the source. If the device or equipment is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close as possible to twenty-five (25) feet from the equipment.
- The noise level at any point outside of the property plane shall not exceed eighty-six (86) dBA.
- Grading and construction equipment shall be properly muffled.
- Unnecessary idling of grading and construction equipment is prohibited.
- Stationary noise-generating construction equipment, such as compressors, shall be located as far as practical from occupied residential housing units.
- Applicant/developer shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise. **Letters shall be mailed to surrounding property owners and residents (within 200 feet of the project boundary) with this information.**

FENCING AND SECURING OF SITE

- All construction sites shall be adequately fenced and secured with appropriate signage warning against unwanted entry by unauthorized persons.
- All Fire Apparatus access points and roadways shall be maintained per the current California Fire Code, Chapter 5 and Appendix D. Gates shall be provided for emergency access for first responders.

STORM WATER RUNOFF MITIGATION

The developer shall be responsible to adhere to all aspects of the Storm Water Pollution Prevention Plan (SWPPP). Including, but not limited to the following:

- Install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site prior to: 1) start of the rainy season; 2) site dewatering activities; or 3) street washing activities; and 4) saw cutting asphalt or concrete, or to retain any debris or dirt flowing into the City storm drain system. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles in the trash.
- Create a contained and covered area on the site for the storage of bags of cement, paints, flammables, oils, fertilizers, pesticides or any other materials used on the project site that have the potential for being discharged to the storm drain system through being windblown or in the event of a material spill.
- Never clean machinery, tools, brushes, etc., or rinse containers into a street, gutter, storm drain or stream. See "Building Maintenance/Remodeling" flyer for more information.
- Ensure that concrete/gunite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains.
- The applicant/developer shall immediately report any soil or water contamination noticed during construction to the City Fire Department Hazardous Materials Division, the Alameda County Department of Health and the Regional Water Quality Control Board.
- No site grading shall occur during the rainy season, between October 15 and April 15, unless approved erosion control measures are in place.
- Non-storm water discharges to the City storm sewer system is prohibited. Prohibited discharges include, but are not limited to the following: polluted cooling water, chlorinated or chloraminated swimming pool water, hazardous or toxic chemicals, grease, animal wastes, detergents, solvents, pesticides, herbicides, fertilizers, and dirt. All discharges of material other

than storm water must comply with a NPDES Permit issued for the discharge other than NPDES Permit No. CAS612008. (Hayward Municipal Code CH11 Article 5 SEC 11-5.19) (CEQA)

SITE, STREET and SIDEWALK HOUSEKEEPING

All construction sites shall maintain adequate housekeeping. This shall include adjacent streets and sidewalks to maintain the integrity of the neighborhood and ensure the safety of pedestrians and vehicular traffic.

- Construction debris shall be gathered on a regular basis and placed in a dumpster or other receptacle which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.
- All dirt, gravel, rubbish, refuse and green waste shall be removed from the sidewalk, street pavement and, storm drain system adjoining the project site. During wet weather, avoid driving vehicles off paved areas and other outdoor work.
- Stabilized construction entrances must be maintained at all times. Mud or debris shall not be tracked onto the street or sidewalk. Broom sweep the sidewalk and street pavement adjoining the project as often as necessary to keep it free of dust and debris. Caked mud shall be immediately scraped from the street or sidewalk.
- Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

(HMC CH11 Article 5 SEC 11-5.19) (CEQA)

CITY OF HAYWARD MUNICIPAL CODE DIVISION 10-28.3.2 GENERAL STANDARDS

10-28.3.2.010 SCREENING, FENCES, AND WALLS

- A. **Purpose.** This Section establishes standards for screening, which includes fences and walls, for the conservation and protection of property, the assurance of safety and security, the enhancement of privacy, the abatement or attenuation of noise, and the improvement of the visual environment in keeping with neighborhood and community character.
- B. **Applicability.** The provisions of this Section apply to all new development in Downtown Zones, and to improvements to existing development in Downtown Zones in compliance with Section 10-1.2900 (Nonconforming Uses) of the Hayward Code.
- C. **Design Standards for Screening.** Screening must comply with the following:
 - 1. **All Building Sites.** Fences, walls, and other screening on building sites are subject to the height limits in Table A (Setback Requirements).

Table 3.2.010.A Setback Requirements	
Location	Height (max.)
Within Required Front Setback	3'
Within Required Street Side Setback ¹	3'
Within Required Side and Rear Setback ²	6'
¹ Within 10' of a side property line adjoining a public street	
² When installed along a rear property line, such as at the intersection of an alley and a street, that will obstruct a view, maximum 4'.	

- 2. **Screening Height Measurement Standards.**
 - a. All screening height must be measured as the vertical distance between the finished grade at the base of the fence and the top edge of the fence material.
 - b. Where there is a difference in elevation on opposite sides of screening, the height must be measured from the highest elevation.
 - c. If the finished elevation of the property is lower at the boundary line, or within five feet inside the boundary line, than an abutting property elevation, the change in elevation may be used in lieu of, or in combination with, additional screening to satisfy a screening requirement.
 - d. Where screening is required along a public or private street and the roadway elevation is higher than the property in question, the Director may require screens to be higher than allowed by the applicable height limit.
- D. **Reduction of Required Screening or Screening Design Standards.** The Director may completely or partially waive required screening and associated standards in cases where the Director considers the relief necessary to maintain or enhance the architectural character of the surrounding neighborhood.
- E. **Additional Screening Requiring Administrative Use Permit.** The following screening types must comply with the specified requirements and requires Director approval before issuing a Building Permit, as applicable.

-
1. **Courtyard.** Screening installed to create a courtyard without a roof must be a maximum of five feet in height and be set back at least as far as the adjoining building face. In reviewing the plan for the proposed courtyard, the Director may consider, but not be limited to, the following:
 - a. Building characteristics including the dimensions, color and architectural design;
 - b. Compatibility of the architectural and design features of the proposed courtyard with the features of the adjoining, as well as neighboring buildings; and
 - c. Landscaping, including the effort to minimize removal of existing vegetation and to match replacements with vegetation of the site.
 2. **Fencing on Retaining Walls.** The total height of fences and the retaining walls that they are mounted on or attached to are limited to six feet in height. However, the Director may approve higher fencing if it is determined that there will be little or no impact on the adjoining properties or the walkable nature of the neighborhood and the height is necessary to achieve the objectives of this Section or is required for health and safety.

F. **Mechanical Equipment Screening.**

1. **Screening Required.**

- a. New installation or relocation of existing mechanical equipment, whether installed on the roof, ground, or walls, must be screened from public view in compliance with this Subsection.
- b. The following are exempt from this Subsection:
 - (i) Free-standing or roof-mounted solar equipment; and
 - (ii) Vents less than four feet in height may be exempt from the requirements in Subsection F.1.a. subject to Director review.

2. **Roof-mounted Equipment.** Building parapets or other architectural elements in the building's architecture style must screen roof-mounted equipment.

- a. New buildings must be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building.
- b. For existing buildings with no or low parapet heights, mechanical equipment must be surrounded on all sides by an opaque screen wall as tall or taller than the highest point of the equipment. The wall must be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail. All new roof screens are subject to Site Plan Review and may be referred to the Planning Commission, as determined by the Director.

3. **Wall- and Ground-mounted Equipment.** All wall- and ground-mounted equipment must comply with the following:

- a. May not be located between the face of the building and the street;
- b. All screen devices must be as high or higher than the highest point of the equipment being screened. Equipment and screening must meet rear and side setbacks of the applicable zone;
 - (i) Screening must be architecturally compatible and include matching paint, finish, and trim cap of the building; and
 - (ii) All new mechanical screens for ground or wall-mounted equipment are subject to Director review.

-
- G. **Temporary Fencing.** Temporary fencing may be used to provide security for approved special events, construction sites, or vacant structures and land, which cannot otherwise be secured. All temporary fencing must:
1. Consist of chain link fencing or other materials as approved by the Director;
 2. Not exceed six feet in height;
 3. Be removed at the conclusion of the special event or completion of construction activities (i.e., final inspection) for which it was approved; and
 4. All approved fencing for construction sites may not be installed until a Building Permit or Grading Permit has been issued and must be removed prior to final inspection. The use of temporary fencing around occupied structures that can be secured by other means is not allowed. If the Building Permits expire before the construction is completed, the Director may issue a Temporary Use Permit to allow the fencing to remain for a longer period of time. The use of temporary fencing around vacant land or vacant structures is subject to the terms and conditions specified in an administrative permit authorizing this fencing.
- H. **Prohibited.** Barb type, electric, or razor wire screening is prohibited.
- I. **Safety Standards.** Where a lot is situated at the intersection of two or more streets, screening may not be erected, placed, planted, or allowed to grow in such a manner as to obstruct intersection visibility, in compliance with Ordinance No. 100 C.S., as amended, Article 9 (Obstructions to Visibility at Intersections Prohibited) of the Hayward Traffic Code, as the same are now in effect or which may be amended or replaced.

**EXHIBIT B: APPENDIX N
CITY OF HAYWARD'S PUBLIC NUISANCE AND NOISE
REGULATIONS**

CITY OF HAYWARD MUNICIPAL CODE: CHAPTER 4, ARTICLE 1 PUBLIC NUISANCES

SEC. 4-1.00 PUBLIC NUISANCE, DEFINITION.

Anything which is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable or safe enjoyment of life or property of the community, or any portion thereof, or neighborhood therein, is a public nuisance.

SEC. 4-1.01 CERTAIN NUISANCES DEFINED.

Certain specified actions or things hereinafter mentioned are hereby declared nuisances. The enumeration thereof shall not be deemed exclusive, but merely illustrative, it being the intent and purpose of this Article to include as nuisances, all actions or things of the character described in Section 4-1.00 hereof.

NOISE REGULATIONS¹

SEC. 4-1.02 UNREASONABLE NOISES.

It shall be unlawful for any person to disturb the peace, quiet, and comfort of the community, or any portion thereof, or neighborhood therein, by creating or causing to be created any unreasonable noises, as hereinafter defined, in the City of Hayward.

SEC. 4-1.03 APPLICATION AND ENFORCEMENT; DEFINITIONS.

- (a) Unless otherwise exempt as provided herein, these regulations shall apply to noises from any and all sources in the City, except noises originating from operations at the Hayward Executive Airport, which shall be regulated in the manner provided for in the Airport Noise Ordinance, and from animals, which shall be administered in accordance with the City's Animal Control Ordinance.
- (b) The regulations allow for different methods of enforcement. The appropriate method of enforcement shall be determined by the Enforcement Officer.
- (c) Definitions. The following words and phrases have the meanings set forth in this subsection, unless the context in which any such word or phrase is used clearly requires another meaning:

dB. "dB" means decibel as herein defined.

dBA. "dBA" means decibels measures on an A-weighted scale, as herein defined in "Noise Level" below.

Decibel. "Decibel" or dB means a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. The decibel level of a given sound is determined as twenty times the logarithm to the base 10 of the ratio of the pressure in micronewtons per square meter of the sound being measured to the standard reference sound pressure of 20 micronewtons per square meter (0.0002 microbar).

¹Note(s)—(Amended by Ordinance 11-03, adopted March 22, 2011)

Emergency response activities. "Emergency response activities" means activities necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.

Enforcement Officer. The "Enforcement Officer" for purposes of these regulations is the City Manager or her/his designee.

Noise Level. "Noise Level" means the level of noise measured in decibels on the A-weighted scale with a sound level meter satisfying at least the applicable requirements for Type 1 or Type 2 sound level meters as defined in the most recent American National Standard Specifications. The meter shall be set for slow response speed, except that for impulse noises or rapidly varying sound levels, fast response speed may be used. For outside measurements, the microphone shall not be less than four (4) feet above the ground, at least four and one-half feet (4½) distant from walls or similar large reflecting surfaces, and shall be protected from the effects of wind noises and other extraneous sounds by the use of screens, shields, or other appropriate devices. For inside measurements, the microphone shall be at least three (3) feet distant from any wall, and the average measurement of at least three (3) microphone positions throughout the room shall be determined.

Property Plane. "Property Plane" means a vertical plane including the property line which determines the property boundaries in space.

Public Property. "Public Property" means property owned by the City of Hayward.

Unreasonable Noise. "Unreasonable Noise" means noise produced by human voice, machine, device, or any combination thereof, that is so loud that it disturbs the peace and quiet of any neighborhood or impinges upon the quiet enjoyment of property, such that the average person of normal sensitivity would find the noise objectionable.

SEC. 4-1.03.1 NOISE RESTRICTION BY DECIBEL.

(a) Residential Property Noise Limits.

1. No person shall produce or allow to be produced by human voice, machine, device, or any combination of same, on residential property, a noise level at any point outside of the property plane that exceeds seventy (70) dBA between the hours of 7:00 a.m. and 9:00 p.m. or sixty (60) dBA between the hours of 9:00 p.m. and 7:00 a.m.
2. No person shall produce or allow to be produced by human voice, machine, device, or any combinations of same, on multifamily residential property, a noise level more than sixty (60) dBA three (3) feet from any wall, floor, or ceiling inside any dwelling unit on the same property, when the windows and doors of the dwelling unit are closed, except within the dwelling unit in which the noise source or sources may be located.

(b) Commercial and Industrial Property Noise Limits. Except for commercial and industrial property abutting residential property, no person shall produce or allow to be produced by human voice, machine, device, or any other combination of same, on commercial or industrial property, a noise level at any point outside of the property plane that exceeds seventy (70) dBA. Commercial and industrial property that abuts residential property shall be subject to the residential property noise limits set forth in subsections (a)(1) and (2) above.

(c) Public Property Noise Limits. Except as otherwise provided in these regulations, no person shall produce or allow to be produced on public property, by human voice, machine, device, or any combination of same, a noise level that exceeds sixty (60) dBA at a distance of 25 feet or more from the source. Noise from activities of the City of Hayward is exempted from these regulations.

(d) When the Enforcement Officer responds to an initial complaint of unreasonable noise and perceives activities or circumstances that violate Section 4-1.03.1, the Enforcement Officer may issue a written warning or a citation, specifying those activities or circumstances that constitute a violation of these regulations.

SEC. 4-1.03.2 UNREASONABLE NOISE NOT MEASURED BY DECIBEL EMANATING FROM PRIVATE PROPERTY.

This section contains a separate and independent method of determining whether a violation of the noise regulations has occurred. No person shall willfully or negligently make, produce or allow to be produced, at any time, any unreasonable noise. Enforcement of this section shall not require the use of a sound level meter.

- (a) A violation of this section shall be proven by reference to one (1) or more of the following criteria:
1. The volume or loudness of the noise (based on the distance away from the source at which the noise can be clearly heard);
 2. The pitch or frequency (i.e., vibrating sound waves) of the noise;
 3. Whether the nature of the noise is usual or unusual;
 4. Whether the origin of the noise is natural (i.e., caused or produced by a person or persons) or unnatural;
 5. The tonal or rhythmic quality of the noise;
 6. Whether the noise is recurrent, intermittent, or constant;
 7. Whether the noise is from a commercial or noncommercial activity;
 8. If the noise is from a commercial activity, whether the particular use or activity is permitted in the area, and whether the noise could be reasonably expected to derive from the use or activity;
 9. Whether the noise is a necessary attribute of a particular use or activity (i.e., routine solid waste collection or a properly functioning mechanical device);
 10. The proximity of the noise to residential sleeping facilities;
 11. The proximity of the noise to offices or places of work;
 12. The number of persons affected, or the density of inhabitation of the area;
 13. The nature or zoning of the area within which the noise emanates or in which the impact of the noise occurs;
 14. The amount and type of background noise, if any;
 15. The time of the day or night the noise occurs (indicating the relationship of the noise to the normal activities that occur at a given time);
 16. The day of the week; and
 17. The duration of the noise.
- (b) When the Enforcement Officer responds to an initial complaint of unreasonable noise and perceives activities or circumstances that violate Section 4-1.03.2, the Enforcement Officer may issue a written warning to any individual exercising or claiming control of the property or assuming responsibility of the activities or circumstances.
- (c) If, within seventy-two (72) hours following the issuance of a written warning, a second complaint concerning unreasonable noise at the same location is received, then the Enforcement Officer may ask the complainants to sign a statement indicating the manner in which the complainants were disturbed and agreeing to appear as a witness at an administrative hearing or trial. If the Enforcement Officer obtains signed statements from at least two (2) complainants who do not reside at the same address, then the Enforcement Officer may issue a citation to a resident of the property upon which the

activities or circumstances exist or to any individual exercising or claiming control of the property or assuming responsibility for the activities or circumstances.

SEC. 4-1.03.3 NOISE FROM VEHICLES.

- (a) No person shall use or operate any radio, tape player, record player, compact disc player, or any similar device in or on a vehicle located on any public property within the City in a manner that is audible to a person of normal hearing sensitivity more than twenty-five feet from such vehicle, nor shall any person use or operate any such device on or in a vehicle located on private property in a manner that renders the device audible to a person of normal hearing sensitivity more than twenty-five feet from the vehicle or beyond the property line of such private property, whichever is greater. Noise from a radio, tape player, record player, compact disc player, or other similar device in or on a vehicle located on a public highway shall be regulated in the manner provided for by the California Vehicle Code.
- (b) Vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when a situation endangering life, health or property is not imminent.

SEC. 4-1.03.4 CONSTRUCTION AND ALTERATION OF STRUCTURES; LANDSCAPING ACTIVITIES.

Unless otherwise provided pursuant to a duly-issued permit or a condition of approval of a land use entitlement, the construction, alteration, or repair of structures and any landscaping activities, occurring between the hours of 10:00 a.m. and 6:00 p.m. on Sundays and holidays, and 7:00 a.m. and 7:00 p.m. on other days, shall be subject to the following:

- (a) No individual device or piece of equipment shall produce a noise level exceeding eighty-three (83) dBA at a distance of twenty-five (25) feet from the source. If the device or equipment is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close as possible to twenty-five (25) feet from the equipment.
- (b) The noise level at any point outside of the property plane shall not exceed eighty-six (86) dBA.
- (c) During all other times, the decibel levels set forth in Section 4-1.03.1 shall control.

SEC. 4-1.03.5 CATEGORICAL EXEMPTIONS.

The following activities or sources of noise are exempt from the provisions of these regulations:

- (a) Alarms and Warning Devices: Aural alarms or warning devices, including but not limited to fire alarms, burglar alarms, and emergency vehicle sirens and air horns. However, if a standard or minimum noise level is prescribed for particular type of aural alarm or warning device by the laws or regulations of the State of California, the noise emitted from such alarm or warning device shall not exceed such standard or minimum level by more than three (3) dBA.
- (b) Emergency Response Activities: Noise from emergency response activities.
- (c) Events at Which No Mechanical or Amplifying Equipment is Employed: Noise from events conducted lawfully and without the use of sound of any kind that is mechanically produced or amplified or focused by any means.
- (d) Audio Equipment Used by Public Safety Officers: Noise from audio equipment used or operated by public safety officers in the performance of their duties.
- (e) Generators Required for Medical Purposes; Power Outages: Noise from generators required for medical purposes or during power outages.

SEC. 4-1.04 EXEMPTIONS AUTHORIZED BY PERMIT—IMMEDIATE COMPLIANCE IMPRACTICAL OR UNREASONABLE.

- (a) A conditional noise permit may be granted to temporarily exempt a particular source of noise from one (1) or more provisions of these regulations if the applicant can show that, notwithstanding the application of all available noise abatement techniques, the immediate compliance with the requirements of these regulations would be impractical or unreasonable. The term of a noise permit shall not exceed six (6) months, provided that the term may be renewed upon a further showing of good cause and that any extension is conditioned upon a schedule of compliance with the requirements of these noise regulations, including the details of methods to effectuate that compliance.
- (b) Applications for a conditional noise permit shall be made to the department assigned by the City Manager to process such permits upon a form provided therefor. The City Manager, or his or her designee, may deny or approve an application, subject to such conditions or limitations as deemed advisable and taking into consideration the purpose and intent of these regulations.

SEC. 4-1.04.1 EXEMPTIONS AUTHORIZED BY PERMIT—SPECIAL EVENTS ON PUBLIC PROPERTY WITH NOISE PRODUCED BY MECHANICAL OR AMPLIFYING EQUIPMENT.

- (a) The City Manager, or his or her designee, may issue a permit exempting from any special event conducted on public property at which noise is produced by any mechanical or amplifying equipment which will, or is likely to, exceed the noise limits imposed by these regulations, if it is determined that:
 - 1. The event is of interest to a substantial number of persons residing in the City;
 - 2. The event is open to all persons residing in the City, subject only to the payment of a reasonable fee, if any, by those persons attending the event; and
 - 3. Compliance with these regulations would unreasonably interfere with the conduct of the event.
- (b) Applications for a permit under this subsection shall be filed at least fourteen (14) days prior to the date the special event is to take place. Such application shall be in the form prescribed by the City Manager and shall contain the name of the person or persons sponsoring the event, a description of the event, the date and times the event is scheduled to take place, and such other information as may be required.
- (c) Following the filing of an application for a permit under this section, the City Manager, or his or her designee, shall issue a permit granting such exemption if it is found that such special event complies with all the requirements of this subsection. However, reasonable conditions may be imposed on the conduct of the special event, including limitations on the dates and times during which the event may take place, limitations on the level of noise produced at the event, and a requirement that the permittee take reasonable measures as may be prescribed to mitigate the adverse effect of the noise produced at the event.
- (d) If a separate permit for an activity covered by this subsection is required by City policy or practice, then the applicant shall not be required to obtain a noise permit hereunder.

SEC. 4-1.04.2 CONFLICT OF LAW.

The requirements of these Noise Regulations do not supersede any obligations and/or requirements imposed under the City's Zoning Ordinance. In the event of a conflict between these regulations and the Zoning Ordinance, the more restrictive provision controls.

SEC. 4-1.04.3 CUMULATIVE REMEDIES; PENALTIES; ADMINISTRATIVE HEARINGS.

- (a) Any person who violates any provision of these noise regulations is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. The remedies provided in the noise regulations shall be cumulative and in addition to any other procedures provided in the Hayward Municipal Code or by state law for the abatement of any of the conditions described herein, and abatement hereunder shall not prejudice or affect any other action, civil or criminal, for the maintenance of any such condition.
- (b) In addition to all other remedies or penalties provided by law, a violation of these regulations is punishable by administrative penalties as set forth in Chapter 1, Article 7 of the Hayward Municipal Code.
- (c) Any person subject to administrative penalties pursuant to these regulations shall have the right to request an administrative hearing in accordance with Hayward Municipal Code Sections 1-7.07 through 1-7.10, inclusive. The right to judicial review shall be governed by Section 1-7.13 Administrative Citation, Right to Judicial Review, of the Hayward Municipal Code. The administrative penalties imposed by this section do not preclude other potential civil actions or criminal prosecution under any other provision of law.

SEC. 4-1.05 SMOKE AND SOOT.

It shall be unlawful for any person to cause, suffer or allow dense smoke to be discharged from any building, place, premises, stationary or locomotive engine or motor vehicle within the City of Hayward, or to cause, suffer or allow soot, ashes, or cinders to be discharged from any such facility to such an extent that such soot, ashes, or cinders are blown upon or fall upon adjacent property.

SEC. 4-1.06 FENCES.

It shall be unlawful for any person to cause, suffer or allow any fence, or other structure in the nature of a fence, unnecessarily exceeding six (6) feet in height, to be erected or maintained along or near the property lines of any residence lot in the City of Hayward. Such a fence or structure shall be deemed a private nuisance.

SEC. 4-1.07 DUMPING IN STREAMS.

It shall be unlawful for any person to dump any junk, refuse, garbage, dirt or any other material in any stream, creek, watercourse or stream bed, or within the banks of the same, in the City of Hayward, without written permission so to do from the Director of Public Works.

SEC. 4-1.10 STAGNANT WATER.

It shall be unlawful for any person to maintain any cesspool, water holes, unsealed water tanks, or other structure or condition upon any premises owned, leased or used by him within the City of Hayward, having a tendency to breed, promote, invite or maintain mosquitoes, and the same is hereby declared to be a public nuisance.

It shall be the duty of the Chief of Police to investigate all premises and to notify any such person maintaining such nuisance to abate the same within ten (10) days and on failure of compliance to summarily abate the same.

**EXHIBIT B: APPENDIX O
CITY OF HAYWARD'S GROUNDWATER, CONSTRUCTION,
AND SPECIAL ONE TIME DISCHARGE REQUIREMENTS**

Groundwater, Construction and Special One-Time Discharges

The City's storm drain system is designed to carry rainfall runoff and other natural drainage. The runoff is collected and conveyed through a system of underground pipes, open ditches, and natural waterways before flowing into San Francisco Bay. With a few exceptions, only rainwater should enter the City's storm drain system.

In the instances where non-rainwater is allowed to be discharged to the stormwater conveyance system (i.e., construction dewatering projects, site groundwater remediation) an applicant needs to exercise option 1 or 2 below:

1). Secure a National Pollutant Discharge Elimination System permit from the California Regional Water Quality Control Board (RWQCB). To comply with Section V of the NPDES Permit application, the applicant will need to provide the City of Hayward with the following documents:

- A copy of the NPDES Application in its entirety.
- Documentation on the quality and quantity of water to be discharged.
- Proof of compliance with the City's local discharge regulations. This can be achieved by submission of all sampling results associated with the monitoring requirements of Section IX (a) and IX (b) of the VOC and Fuel General Permit.
- Photograph and map of discharge point.

***It is the responsibility of the applicant to ensure all permitting requirements are met; and a final approved copy of the permit is provided to the City of Hayward Water Pollution Source Control (WPSC) Office to obtain permission to discharge into the City's stormwater collection system.

2). Secure a Groundwater and/or Special One-time Discharge Permit from the City of Hayward Water Pollution Source Control Division for discharge to the sanitary sewer. For projects such as construction dewatering and groundwater remediation, the applicant shall submit the following documents:

- City of Hayward Groundwater Discharge Permit and/or One-time Special Permit Application.
- Proof of compliance with the City's local discharge regulations by submission of sampling results analyzed using wastewater sampling techniques (i.e., Metals (As, Cd, Cr, Cu, Pb, Ni, Ag, Zn) by EPA Method 200.8; Mercury by EPA Method 245.1; Total Toxic Organics by EPA Method 624.1 + 625.1, TPHd (EPA Method 8015), TPHg (EPA Method 8260), MTBE & BTEX (EPA Method 624.1). The City reserves the right to require additional sampling of pollutants if deemed necessary to ensure the compliance with the City's Wastewater Discharge Regulations.
- Specification sheets of any treatment employed.



- Photograph and map of discharge location.
- Proof of installation of a totalize and sampling port on the final discharge.

The application will be reviewed to ensure water quality goals are maintained and the proposed discharge will not overwhelm the City's sanitary sewer system. An approved permit specifies the conditions under which water may be discharged into the City's sanitary sewer system. Permits are issued for a specified duration and tailored to each applicant not to exceed 3 years. In the event where a sanitary sewer connection is not available to discharge non-rainwater an applicant must discuss options to discharge to the storm sewer system with WPSC staff prior to discharge.

The cost associated with obtaining a Groundwater and/or Special One-time Permit:

- Permit-then applicable rates listed in the City of Hayward Master Fee Schedule (example: \$1455 new groundwater permit)
- Monthly service charges -all water discharged at UCC 3795 described in the Master Fee Schedule (example: \$6.97 per CCF (748 gallons).
- Compliance monitoring - There is no charge for regular compliance monitoring performed by the City of Hayward. The permittee shall pay for any additional sample collections or inspections at a rate established by the City of Hayward. Appropriate analytical charges shall be assessed for non-routine samples. In addition, the permittee shall pay the cost of any analyses not performed in the City of Hayward Water Pollution Control Facility Laboratory.
- Self-monitoring - the permittee shall be responsible for any charges incurred to demonstrate compliance with conditions outlined in the permit.

If you have any questions about any of the above requirements or need to obtain documents, please do not hesitate to contact WPSC staff at:

Contact Numbers:

Elisa Wilfong, Water Pollution Control Administrator
(510) 881-7960; Elisa.Wilfong@Hayward-ca.gov

Jaime Rosenberg, Water Pollution Source Control
(510) 881-7909; Jaime.Rosenberg@Hayward-ca.gov

Joy Medina; Administrative Support
(510) 881-7900; Joy.Medina@Hayward-ca.gov

Additional References:

City of Hayward Master Fee Schedule

<https://www.hayward-ca.gov/your-government/documents/master-fee-schedule>



City of Hayward Wastewater Discharge Regulations

https://www.hayward-ca.gov/sites/default/files/documents/Article-3_SanitarySewer_AppendixA.pdf

City of Hayward Urban Runoff Control Ordinance (stormwater)

https://library.municode.com/ca/hayward/codes/municipal_code?nodeId=HAYWARD_MUNICIPAL_CODE_CH11PUUT_ART5STMAURRUCO



CITY OF HAYWARD
DEPARTMENT OF PUBLIC WORKS
Water Pollution Source Control

GROUNDWATER DISCHARGE PERMIT

Permit Number

PART A - APPLICATION

A1. Site Owner			
Business Name:			
Business Address/Telephone No.:			
Contact Person:	Title:		
Address of premises discharging groundwater:			
A2. Project Manager			
Business Name:			
Mailing Address:			
A3. Person to be Contacted About This Project			
Name:	Title:		
Company:	Telephone:		
A4. Person to be Contacted in Case of Emergency			
Name:	Title:		
Day Telephone:	Night Telephone:		
A5. Certification			
I certify that the information above and on the following parts is true and correct to the best of my knowledge.			
Print Name	Title	Signature	Date

Permit Number

PART B - GROUNDWATER DISCHARGE DESCRIPTION

<p>B1. Substances Proposed To Be Discharged - Give common and technical names of any materials proposed to be discharged to the sewer. Attach analytical results of groundwater testing.</p>	
Contaminant	Description
<p>B2. Pretreatment - Describe the pretreatment system on a separate sheet including the loading rates, design capacity, etc. of each pretreatment unit checked below.</p>	
<input type="checkbox"/> pH neutralization <input type="checkbox"/> carbon filtration <input type="checkbox"/> ion exchange <input type="checkbox"/> oil/water separator <input type="checkbox"/> holding tank <input type="checkbox"/> other (describe) <input type="checkbox"/> None	
<p>B3. Groundwater Discharge Rate</p>	
a. Total Volume: _____	
a. Peak Flow: Maximum gallons per minute _____	Maximum gallons per day _____
b. Average Flow: Average gallons per minute _____	Average gallons per day _____
<p>B4. Groundwater Discharge Period</p>	
a. Discharge occurs daily: _____	Hours of Discharge: _____ to _____
b. Circle days that have discharge: _____	SU M T W TH F SA
c. Total Duration of discharge: _____ days	
Comments: _____	
<p>B5. Groundwater Discharge Location - Describe the connection of the groundwater discharge to the sanitary sewer system. Attach site map if possible.</p>	
<p>B6. Process Use of Groundwater - Describe any possible process and/or irrigation use of the pumped groundwater. If there is no such use, explain why it would not be feasible to initiate such use.</p>	

**EXHIBIT B: APPENDIX P
CITY OF HAYWARD'S WASTEWATER DISCHARGE
REQUIREMENTS**

**CITY OF HAYWARD MUNICIPAL CODE: CHAPTER 11, ARTICLE 3, APPENDIX 'A'
WASTEWATER DISCHARGE REGULATIONS OF THE CITY OF HAYWARD¹**

CHAPTER 1 GENERAL PROVISIONS

1.01 Purpose and Policy. These Wastewater Discharge Regulations impose requirements for discharges into the wastewater collection and treatment systems and enable the City of Hayward to comply with the administrative provisions of the Federal Clean Water Act, National Pollutant Discharge Elimination System permit conditions set by the Regional Water Quality Control Board including applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, and any other discharge criteria which are required or authorized by state or federal law, and to derive the maximum public benefits by regulating the quality and quantity of wastewater discharged into the East Bay Dischargers Authority system. These regulations provide a means for determining wastewater volumes, the setting of user charges and fees for the equitable distribution of costs to all users, and issuance of permits to certain users. Revenues derived from the application of these regulations shall be used to defray the City's costs of operating and maintaining adequate wastewater collection and treatment systems and to provide sufficient funds for capital outlay, bond service costs, capital improvements, and depreciation.

1.02 Definitions. For the purpose of this Article, certain words and phrases are defined and shall be construed as set out in this section. Unless specifically defined below, words or phrases used in this Article shall be interpreted so as to give them the meaning they have in common usage and to give this Article its most reasonable application. Terms herein shall be consistent with words and definitions in the Code of Federal Regulations Title 40 (40 CFR), Parts 136 and 403, the Porter-Cologne Water Quality Act, and the Federal Water Pollution Control Act as amended in 1972. Words, phrases or terms not specifically defined herein, and having a technical or specialized meaning shall be defined as set forth in 40 CFR Parts 136 and 403.

- (a) Amalgam. An alloy containing mercury, tin, silver, or copper that is used in dentistry to restore teeth.
- (b) Authorized or Duly Authorized Representative of the User.
 - (1) If the User is a corporation:
 - (i) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (ii) The manager of one (1) or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

¹Chapter 11, Article 3, Appendix "A" amended by Ordinance 13-19 , adopted December 17, 2013.

- (2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - (3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - (4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City. If an authorization of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraphs 1 through 3 of this section shall be submitted to the City prior to or together with any reports to be signed by an authorized representative.
- (c) Beneficial Uses. Uses of the waters of the state that may be protected against quality degradation include, but are not necessarily limited to, domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic organisms, resources or reserves, and other uses, both tangible or intangible, as specified by federal or state law.
 - (d) Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Chapter 2. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.
 - (e) Building Sewer. A sewer conveying wastewater from the premises of a user to the City sewer.
 - (f) Bypass. The intentional diversion of waste streams from any portion of a user's treatment facility.
 - (g) Carbonaceous Biochemical Oxygen Demand or CBOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter in the presence of a nitrification inhibitor under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).
 - (h) Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
 - (i) Categorical Industrial User. An Industrial User subject to a categorical pretreatment standard or categorical standard.
 - (j) City. The City of Hayward.
 - (k) City Sewer. A sewer owned and operated by the City of Hayward and tributary to the treatment facility operated by the City.
 - (l) Compatible Pollutant. Biochemical oxygen demand (BOD), suspended solids (SS), pH and fecal coliform bacteria, plus additional pollutants identified in the City's National Pollutant Discharge Elimination System (NPDES) permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutants to a substantial degree. As required by the NPDES permit, the City analyzes carbonaceous biochemical oxygen demand (CBOD), a component of total BOD.

- (m) Composite Sample. A sample which is collected manually or automatically, and discretely or continuously, based on time or flow intervals.
- (n) Contamination. An impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination shall include any equivalent effect resulting from the disposal of wastewater, whether or not waters of the state are affected.
- (o) Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- (p) Direct Discharge. The discharge of treated or untreated wastewater directly to the Waters of the State of California.
- (q) Domestic Sewage. Liquid and waterborne wastes derived from the ordinary living processes, free from industrial wastes, and of such character as to permit satisfactory disposal, without special treatment, into the City's sewerage system.
- (r) East Bay Dischargers Authority. The joint powers of authority comprised of the City of Hayward, the City of San Leandro, the Oro Loma Sanitary District, the Castro Valley Sanitary District, and the Union Sanitary District.
- (s) EPA. The United States Environmental Protection Agency or, where appropriate, a duly authorized official of said agency.
- (t) Existing Source. Any source of discharge that is not a "New Source."
- (u) Federal Act, Clean Water Act, or Act. The Federal Water Pollution Control Act, PL 92-500, and any amendments thereto; as well as any guidelines, limitations, and standards promulgated by the Environmental Protection Agency (EPA) pursuant to the Act. Text of the original law and subsequent amendments are documented in 33 U.S. Code 1251.
- (v) Grab Sample. A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
- (w) Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.
- (x) Incompatible Pollutant. Any pollutant which is not a compatible pollutant as defined in this section.
- (y) Indirect Discharge or Discharge. The discharge or introduction of pollutants from any source regulated under Section 307(b) or (c) of the Act into the POTW.
- (z) Industrial User. All establishments engaged in producing, manufacturing, or processing operations, which result in the production and/or discharge into City sewers of industrial wastes; and all other establishments engaged in any activity resulting in the production and discharge to City sewers of industrial wastes.
- (aa) Instantaneous Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- (bb) Interference. A discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.
- (cc) Local Limit. Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).
- (dd) Manager. The City Manager or designated staff such as the Public Works Director and Water Pollution Source Control Administration.
- (ee) Mass Emission Rate. The mass of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall be expressed as pounds per day of a particular constituent or combination of constituents.
- (ff) National Pollutant Discharge Elimination System or NPDES Permit. A permit issued pursuant to Section 402 of the Act.
- (gg) National Pretreatment Standard, Pretreatment Standard, or Standard. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.
- (hh) New Source. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section and subject to the terms outlined in 40 CFR 403.3(m).
- (ii) Nuisance. Anything which meets all of the following requirements:
 - (1) is injurious to health or is indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfort or enjoyment of life or property, and
 - (2) which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and
 - (3) occurs during, or as a result of, the treatment or disposal of waste.
- (jj) Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).
- (kk) Person. Any individual, partnership, firm, association, corporation, or public agency including the State of California and the United States of America.

- (ll) pH. A measure of the acidity or alkalinity of wastewater. pH is measured on a scale of 0 to 14, 0 being extremely acidic, 7 neutral, and 14 extremely alkaline. The pH corresponds to the logarithm (base 10) of the reciprocal concentration of hydrogen ions expressed in gram-ions per liter of solution.
- (mm) Phenols. Total hydroxyl derivatives of benzene and its condensed nuclei (including phenol, chlorinated phenols, nitrophenols and chlorinated cresols) identified in Table 1, Section 307 of the Act which are detectable by EPA approved methods.
- (nn) Pollutant. Any dredge spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.
- (oo) Pollution. An alteration of the quality of the waters of the state by waste to a degree which unreasonably affects such waters for beneficial use or facilities which serve such beneficial uses. Pollution may include contamination.
- (pp) Polychlorinated biphenyls (PCBs). Total PCBs detectable by EPA approved methods.
- (qq) Premises. A parcel of real estate including any improvements thereon which is determined by the City to be a single user for purposes of receiving, using, and paying for service.
- (rr) Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by Section 2.10. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the Publicly Owned Treatment Works. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR 403.6(e).
- (ss) Pretreatment Requirement. Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an Industrial User (IU).
- (tt) Publicly Owned Treatment Works or POTW. A treatment works as defined by section 212 of the Act, which is owned by a state or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.
- (uu) POTW Treatment Plant. That portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.
- (vv) Severe Property Damage. Substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (ww) Significant Industrial User.
 - (1) All users for which federal categorical standards have been promulgated;

-
- (2) Any user that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater);
 - (3) Any user that contributes a process waste stream which comprises five percent (5%) or more of the average dry weather hydraulic or organic (CBOD and SS) capacity of the POTW treatment plant;
 - (4) Any user that has a reasonable potential, in the opinion of the manager or the pretreatment program approval authority to significantly or adversely affect the POTW treatment plant.
 - (5) The City may determine that an Industrial User subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - (i) The Industrial User, prior to the City's finding, has consistently complied with all applicable categorical pretreatment standards and Requirements;
 - (ii) The Industrial User annually submits the certification statement required in Section 4.09(b), together with any additional information necessary to support the certification statement; and
 - (iii) The Industrial User never discharges any untreated concentrated wastewater.
 - (6) Any user classified as a significant industrial user under the above definition, except users for which federal categorical pretreatment standards have been promulgated, may be de-classified as a significant industrial user if, in the opinion of the City, the user no longer has a reasonable potential for adversely affecting the collection and/or treatment system or for violating any pretreatment regulations.
- (xx) Significant Noncompliance. An industrial user is in significant noncompliance if its discharge meets one (1) or more of the following criteria:
- (1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
 - (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease; and 1.2 for all other pollutants except pH);
 - (3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l), which may include a violation of BMPs, daily maximum limits, long-term average, instantaneous limit, or narrative standard, that the City determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);
 - (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under authority of 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

- (5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
 - (6) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - (7) Failure to accurately report noncompliance;
 - (8) Any other violation or group of violations which the City determines will adversely affect the operation or implementation of the local pretreatment program.
- (yy) Slug Discharge. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.
- (zz) Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.
- (aaa) Storm Sewer. A sewer which carries storm and surface waters and drainage, but which excludes sewage and industrial waste.
- (bbb) Total Suspended Solids / Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering. The term "Total Suspended Solids" is synonymous with "Suspended Solids".
- (ccc) Unpolluted Water. Water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to the City for disposal to storm or natural drainages or directly to surface waters.
- (ddd) Unclassified User. A user whose discharge does not correspond to any UCC because of variations in wastewater constituents or treatment costs.
- (eee) User. A source of indirect discharge.
- (fff) User Classification Code or UCC. Code designation assigned to commercial and industrial users based on their wastewater discharge strength and characteristics in comparison with domestic wastewater.
- (ggg) Waste. Includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to, and for purposes of, disposal.
- (hhh) Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.
- (iii) Wastewater Constituents and Characteristics. The individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity, and strength of wastewater.
- (jjj) Wastewater Discharge Permit or Permit. A legal document used as a control mechanism to ensure compliance with regulations that grants revocable permission to discharge wastewater to the sanitary sewer.

(kkk) Water Quality Requirements. Requirements for the City's treatment plant effluent established by the NPDES permit, or by State or Federal regulatory agencies. Water quality requirements include effluent limitations and waste discharge standards, limitations, or prohibitions which may be established or adopted by State or Federal laws or regulatory agencies.

(III) Waters of the State. Any water, surface or underground, including saline waters within the boundaries of the state.

(mmm) Abbreviations. The following abbreviations shall have the designated meaning:

CBOD - Carbonaceous Biological Oxygen Demand

CFR - Code of Federal Regulations

IU - Industrial User

L - Liter

mg - Milligrams

mg/L - Milligrams per liter

NPDES - National Pollutant Discharge Elimination System

SIC - Standard Industrial Classification

TSS - Total Suspended Solids

1.03 Sampling and Analysis Methods and Procedures.

- (a) Analytical Requirements. Analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Manager or other parties approved by the EPA.
- (b) Sample Collection. Samples collected to satisfy reporting requirements must be obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- (i) Except as indicated in Section 1.03(b)(ii) and (iii) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Manager. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, phenol, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
- (ii) Samples for oil and grease, temperature, pH, cyanide, phenol, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (iii) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 4.01(c) and 4.01(e), a minimum of four (4) grab samples must be used for pH, cyanide, phenol,

oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Manager may authorize a lower minimum. For the reports required by paragraphs Section 4.01(a) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

- (c) All monitoring results obtained pursuant to this section must be submitted to the City, regardless of whether the City required such monitoring.

CHAPTER 2 REGULATIONS

2.01 Prohibitions on Discharge. No person shall discharge to the City sewer system wastes which cause, threaten to cause, or are capable of causing, either alone or by interaction with other substances:

- (a) A fire or explosion, including but not limited to discharges with a closed cup flashpoint of less than 140° F (60° C);
- (b) Pollutants which cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges;
- (c) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW exceeds 40° C (104° F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits;
- (d) obstruction of flow in a sewer system or injury of the system or damage to the wastewater collection, treatment, or disposal facilities;
- (e) danger to life or safety of personnel;
- (f) Any trucked or hauled pollutants, except at discharge points designated by the POTW;
- (g) a nuisance or prevention of the effective maintenance or operation of the sewer system, through having a strong, unpleasant odor;
- (h) air pollution by the release of toxic or malodorous gases or malodorous gas-producing substances;
- (i) interference with the wastewater treatment process that causes the City's effluent or any other product of the treatment process, residues, sludges, or scums, to be unsuitable for recycling or reuse; or interference with the recycling process;
- (j) a detrimental environmental impact or a nuisance in the waters of the state or a condition unacceptable to any public agency having regulatory jurisdiction over the City;
- (k) discoloration or any other condition in the quality of the City's treatment works effluent in such a manner that receiving water quality requirements established by law cannot be met;
- (l) conditions at or near the City's treatment works which violate any statute or any rule, regulation, or ordinance of any public agency or state or federal regulatory body;
- (m) quantities or rates of flow which overload the City's collection or treatment facilities or cause excessive collection or treatment costs to the City, or may use a disproportionate share of the City facilities;
- (n) the evolution of toxic gases, fumes, or vapors in quantities injurious to the health and safety of City personnel; or
- (o) pass-through of the City's treatment works, causing a violation of any requirement of the POTW's NPDES permit;

2.02 Prohibitions on Storm Drainage and Ground Water. Storm water, ground water, rain water, street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to a City sewer unless approved by the City. The City may approve the discharge of such water only when no reasonable alternative method of disposal is available.

If a permit is granted for the discharge of such water into a City sewer, the user may be required to pay the applicable user charges and fees and meet such other conditions as required by the City.

2.03 Limitations on Unpolluted Water. Unpolluted water, including but not limited to cooling water, process water, or blow-down from cooling towers or evaporative coolers, may be discharged through direct or indirect connection to a City sewer. The City may, at its discretion, issue a permit for discharge directly to the City sewer upon written application by the user and payment of the applicable user charges and fees.

2.04 Limitations on Radioactive Wastes. No person shall discharge or cause to be discharged into a City sewer any radioactive waste except when:

- (a) the person is authorized to use radioactive materials by the California Department of Public Health or other governmental agency empowered to regulate the use of radioactive materials; and
- (b) the waste is discharged in strict conformity with the requirements of the United States Nuclear Regulatory Commission, the United States Department of Energy, and/or the California Radiation Control Regulations; and
- (c) the person is in compliance with all rules and regulations of all other applicable regulatory agencies.

2.05 Limitations on the Use of Garbage Grinders.

Waste from garbage grinders shall not be discharged into a City sewer except:

- (a) Where the user has obtained approval from the City.
- (b) Such grinders shall shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the City sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

2.06 Limitations on Points of Discharge. No person shall discharge any substances into the City sewer system other than through an approved building sewer. The City may, at its discretion, issue a permit for discharge directly into a manhole or other opening in a City sewer upon written application by the user and payment of the applicable user charges and fees.

2.07 Holding Tank Waste.

- (a) A user proposing to discharge holding tank waste into a City sewer shall secure a permit. Unless otherwise allowed by the City under the terms and conditions of the permit, a separate permit shall be secured for each separate discharge.
- (b) Unless specifically accepted under the terms and conditions of the permit, no holding tank wastes from outside the City of Hayward's sewer service system shall be discharged.
- (c) The permit shall state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the wastewater constituents and characteristics.
- (d) The waste proposed to be discharged must be tested, and the results must be transmitted to the City for review. The discharge must be approved by the City before discharge takes place.
- (e) If a permit is granted for discharge of holding tank waste into a City sewer, the user shall pay the applicable user charges and fees and shall meet such other conditions as required by the City.

2.08 Limitations on Wastewater Strength. All pretreatment limitations and prohibitions developed under federal requirements or specified in the City's Wastewater Discharge Regulations shall be deemed pretreatment standards for the purposes of section 307(d) of the Federal Water Pollution Control Act. Users must comply with the categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471. Discharge standards established herein shall be revised as necessary to comply with federal requirements documented in the Code of Federal Regulations, Title 40, Part 403.

2.08.1 No person shall discharge wastewater containing in excess of the following daily maximum limits/City's local limits:

(Amended by Ordinance 93-22, adopted October 5, 1993)

- 1.0 mg/L arsenic
- 0.2 mg/L cadmium
- 2.0 mg/L copper
- 1.0 mg/L lead
- 0.01 mg/L mercury
- 1.0 mg/L nickel
- 0.5 mg/L silver
- 2.0 mg/L total chromium
- 3.0 mg/L zinc

2.08.2 No person shall discharge any wastewater in violation of the following instantaneous limits/City's local limits:

(Amended by Ordinance 97-06, adopted May 13, 1997 and Ordinance 93-22, adopted October 5, 1993)

- (a) containing in excess of 0.6 mg/L cyanide;
- (b) having a temperature higher than 150° F (65.5° C), or any thermal discharge which as a result of temperature and/or volume causes the influent of the wastewater treatment plant to exceed 104° F (40° C);
- (c) containing more than 300 mg/L of oil or grease of animal or vegetable origin, unless a higher limit is established by permit when all of the following conditions are met:
 - (1) The oil and grease is discharged in an emulsified or other form which, in the opinion of the City, poses no threat to clogging of the wastewater collection system;
 - (2) The oil and grease, in the opinion of the City, poses no threat to the operation of the wastewater treatment plant; and
 - (3) The oil and grease, in the opinion of the City, is amenable to removal and treatment by the processes utilized by the wastewater treatment plant;
- (d) containing more than 100 mg/L of oil or grease of mineral or petroleum origin;
- (e) having a pH lower than 6.0, or otherwise causing corrosive structural damage to the POTW, equipment, or the City's collection system;
- (f) containing in excess of 2.0 mg/L Total Toxic Organics (TTO), measured as the sum of:
 - 1. Acenaphthene
 - 2. Acrolein
 - 3. Acrylonitrile

4. Benzene
5. Benzidine
6. Carbon tetrachloride (tetrachloromethane)
7. Chlorobenzene
8. 1,2,4-trichlorobenzene
9. Hexachlorobenzene
10. 1,2-dichloroethane
11. 1,1,1-trichloroethane
12. Hexachloroethane
13. 1,1-dichloroethane
14. 1,1,2-trichloroethane
15. 1,1,2,2-tetrachloroethane
16. Chloroethane
17. Bis (2-chloroethyl) ether
18. 2-chloroethyl vinyl ether (mixed)
19. 2-chloronaphthalene
20. 2,4,6-trichlorophenol
21. Parachlorometa cresol
22. Chloroform (trichloromethane)
23. 2-chlorophenol
24. 1,2-dichlorobenzene
25. 1,3-dichlorobenzene
26. 1,4-dichlorobenzene
27. 3,3 dichlorobenzidine
28. 1,1-dichloroethylene
29. 1,2-trans-dichloroethylene
30. 2,4-dichlorophenol
31. 1,2-dichloropropane
32. 1,3-dichloropropylene (1,3-dichloropropene)
33. 2,4-dimethylphenol
34. 2,4-dinitrotoluene
35. 2,6-dinitrotoluene
36. 1,2-diphenylhydrazine

37. Ethylbenzene
38. Fluoranthene
39. 4-chlorophenyl phenyl ether
40. 4-bromophenyl phenyl ether
41. Bis (2-chloroisopropyl) ether
42. Bis (2-chloroethoxy) methane
43. Methylene chloride (dichloromethane)
44. Methyl chloride (chloromethane)
45. Methyl bromide (bromomethane)
46. Bromoform (tribromomethane)
47. Dichlorobromomethane
48. Chlorodibromomethane
49. Hexachlorobutadiene
50. Hexachlorocyclopentadiene
51. Isophorone
52. Naphthalene
53. Nitrobenzene
54. 2-nitrophenol
55. 4-nitrophenol
56. 2,4-dinitrophenol
57. 4,6-dinitro-o-cresol
58. N-nitrosodimethylamine
59. N-nitrosodiphenylamine
60. N-nitrosodi-n-propylamine
61. Pentachlorophenol
62. Bis (2-ethylhexyl) phthalate
63. Butyl benzyl phthalate
64. Di-n-butyl phthalate
65. Di-n-octyl phthalate
66. Diethyl phthalate
67. Dimethyl phthalate
68. 1,2-benzanthracene (benzo(a)anthracene)
69. Benzo(a)pyrene (3,4-benzopyrene)

70. 3,4-Benzofluoranthene (benzo(b)fluoranthene)
 71. 11,12-benzofluoranthene (benzo(k)fluoranthene)
 72. Chrysene
 73. Acenaphthylene
 74. Anthracene
 75. 1,12-benzoperylene (benzo(ghi)perylene)
 76. Fluorene
 77. Phenanthrene
 78. 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene)
 79. Indeno (1,2,3-cd) pyrene (2,3-o-phenylene pyrene)
 80. Pyrene
 81. Tetrachloroethylene
 82. Toluene
 83. Trichloroethylene
 84. Vinyl chloride (chloroethylene)
- (g) containing in excess of 5.0 mg/L Phenol
- (h) containing any trace of pesticides, poly-chlorinated biphenyls (PCBs) and dioxins (e.g., TCDD) as determined by EPA-approved analytical methodologies for these compounds:
1. Aldrin
 2. Dieldrin
 3. Chlordane (technical mixture and metabolites)
 4. 4,4-DDT
 5. 4,4-DDE(p,p-DDX)
 6. 4,4-DDD(p,p-TDE)
 7. Alpha-endosulfan
 8. Beta-endosulfan
 9. Endosulfan sulfate
 10. Endrin
 11. Endrin aldehyde
 12. Heptachlor
 13. Heptachlor epoxide
 14. (BHC-hexachlorocyclohexane)
 15. Alpha-BHC
 16. Beta-BHC

17. Gamma-BHC
18. Delta-BHC
19. (PCB-polychlorinated biphenyls)
20. PCB-1242 (Arochlor 1242)
21. PCB-1254 (Arochlor 1254)
22. PCB-1221 (Arochlor 1221)
23. PCB-1232 (Arochlor 1232)
24. PCB 1248 (Arochlor 1248)
25. PCB-1260 (Arochlor 1260)
26. PCB-1016 (Arochlor 1016)
27. Toxaphene
28. 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD)

For groundwater remediation permits only, the following special limits apply:

- (i) containing in excess of 5.0 mg/L total petroleum hydrocarbons—gasoline or diesel
- (j) containing in excess of 0.5 mg/L the sum of benzene, ethyl benzene, toluene, xylene.

2.08.3 Effluent limitations promulgated by the Federal Act shall apply in any instance where they are more stringent than those in these regulations. Under section 307(b) and (c) of the Act, federal pretreatment standards are designed to achieve two (2) purposes: (1) to protect the operation of POTWs, and (2) to prevent the discharge of pollutants which pass through POTWs inadequately treated. Users in industrial categories subject to effluent guidelines issued under section 304(b) of the Act which are discharging incompatible pollutants to POTWs are required to adopt best control technology currently available, as defined by the EPA administrator pursuant to section 304(b) of the Act.

2.08.4 The Manager or designated staff may develop BMPs, by ordinance or in individual wastewater discharge permits, to implement local limits and the requirements of Section 2.01. Such BMPs shall be considered local limits and pretreatment standards for the purposes of this Section and section 307(d) of the Act.

2.09 Prohibition on Slug Discharges. No user shall discharge any pollutant, including oxygen-demanding pollutants, at a flow rate and/or pollutant concentration which causes or threatens to cause interference with the wastewater treatment process. The City may require any user to develop a spill/slug control plan as described in Section 4.02(c)(10) of these regulations when, in the opinion of the City, a user has a demonstrated or reasonable potential to discharge in such a manner.

2.10 Use of Dilution Prohibited. No user shall increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with a pretreatment standard, requirement or discharge limitation.

2.11 Prohibition of Bypass.

- (a) Bypass is prohibited and the City may take enforcement action against any user for bypass per 40 CFR Sec 403.17 unless:
 - (1) bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

- (2) there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
- (3) the industrial user submitted notices as described in 40 CFR 403.17(c). If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the City, if possible at least ten days before the date of the bypass. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the City within 24 hours from the time the Industrial User becomes aware of the bypass.

2.12 Prohibition on Discharge of Process Solution Tanks. No user shall, without prior and explicit approval of the City, discharge the contents, in whole or part, of any process solution tank to the sewer system. For the purposes of this section, such materials include, but are not limited to, concentrated solutions utilized within any commercial or industrial operation, containerized liquids of any description whatsoever, spoiled or otherwise unusable raw materials of any description whatsoever, spoiled or otherwise unusable products of any description whatsoever.

2.13 Prohibition on Discharge of Petroleum or Mineral Oil Causing Pass-through or Interference. Notwithstanding the provisions of Section 2.08.2(d) no user may discharge petroleum oil, non-biodegradable cutting oil or other products of mineral origin in any amount that causes interference or pass-through.

2.14 Prohibition of the Discharge of Trucked or Hauled Wastes. The discharge of any trucked or otherwise hauled wastes to the sanitary sewer system is prohibited except as the City may permit under the provisions of Section 2.07.

2.15 Requirements for Dental facilities that Remove or Place Amalgam Fillings. This section shall be known and may be cited as the Dental Amalgam Recovery Program Ordinance of the City of Hayward.

2.15.1 Definitions. For the purposes of this section, the following definitions shall apply:

- (a) Amalgam separator. A device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.
- (b) Amalgam waste. Includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.
- (c) ISO 11143. The International Organization for Standardization's standard for amalgam separators.

2.15.2 Best Management Practices. All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following waste management practices:

- (a) Segregate amalgam containing waste. Amalgam waste must never be placed in the regular trash, placed with infectious (red bag) waste, or flushed down the drain or toilet.
- (b) Eliminate all use of bulk elemental mercury (also referred to as liquid or raw mercury). Any bulk elemental mercury must be recycled or disposed of as hazardous waste.
- (c) Use only pre-capsulated dental amalgam in the smallest appropriate size; keep a variety of amalgam capsules on hand to more closely match the amount needed in a restoration.

- (d) Change or empty chair-side traps frequently and store the trap and its contents with amalgam waste. Never rinse traps in the sink. If you have reusable traps, make sure any material you use to clean the trap is disposed of with amalgam waste.
- (e) Do not use sodium hypochlorite (bleach) and other chlorine-containing products to cleanse vacuum lines, as these products have been shown to release the mercury in the amalgam. Information on non-bleach line cleaners can be found at www.baywise.org.
- (f) Change vacuum pump filters and screens as needed or as directed by the manufacturer. Seal and store filters and screen, as well as their contents (including any water that may be present), with amalgam waste in an airtight container.
- (g) For dry vacuum turbine units, have a qualified maintenance technician, licensed amalgam recycler or hazardous waste disposal service pump out and clean the air-water separator tank at least once per six (6) months. Perform this service more frequently if necessary to maintain suction or if so directed by the vacuum system manufacturer.
- (h) Have a licensed recycling contractor, mail-in service, or hazardous waste hauler remove your amalgam wastes. Recycling is the preferred method for disposal of amalgam wastes.
- (i) Maintain written or computerized logs of amalgam waste generated, and of amalgam waste removed from the vacuum system or plumbing. In addition, obtain receipts or other certified documentation from your recycler or hazardous waste hauler of all amalgam waste recycling and disposal shipments. Keep these receipts on file for at least five (5) years, and make them available to authorized City inspectors upon request.
- (j) Store amalgam waste in airtight containers. Follow recycler's or hauler's instructions for disinfection of waste and separation of contact and non-contact amalgam. Do not use disinfectant solutions with oxidizers, such as bleach, to disinfect the amalgam.
- (k) Use a licensed hauler to transport spent x-ray fixer solution to be recycled or managed as hazardous waste. Never pour fixer solution down the drain.
- (l) Train staff in the proper handling, management, and disposal of mercury-containing material and fixer solutions. Maintain a training log and keep this log for at least five (5) years. This log must be made available to authorized City inspectors upon request.

2.15.3 Amalgam Separator Requirements. All owners and operators of dental vacuum suction systems, except as set forth in subsection 2.15.4 of this section, shall comply with the following:

- (a) An ISO 11143 certified amalgam separator device shall be installed for each dental vacuum suction system on or before January 1, 2011; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 certified amalgam separator device capable of removing a minimum of ninety-five percent (95%) of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. For facilities that have installed amalgam separators on or before the effective date of this Ordinance that are not ISO-certified, they may be grandfathered in if it can be shown that the existing device provides amalgam removal similar to an ISO-certified system. Alternative materials and methods may be proposed to the Manager for approval.

- (b) Self- certification of Amalgam Separator Installation form issued by the City of Hayward shall be submitted to the Manager within thirty (30) days of installation.
- (c) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by the Manager or a designee during normal business hours.

2.15.4 Exemptions. The following types of dental practice are exempt from this Section 2.15, provided that removal or placement of amalgam fillings occurs at the facility no more than 3 days per year:

- (a) Orthodontics
- (b) Periodontics
- (c) Oral and maxillofacial surgery
- (d) Radiology
- (e) Oral pathology or oral medicine
- (f) Endodontics and prosthodontics

CHAPTER 3 WASTEWATER VOLUME DETERMINATION

3.01 Metered Water Supply. User charges and fees shall be determined based on the total amount of water used from all sources unless, in the opinion of the City, significant portions of water received are not discharged to a City sewer. The total amount of water used from public and private sources will be determined by means of public meters or by private meters, installed and maintained at the expense of the user and approved by the City.

3.02 Metered Wastewater Volume and Metered Diversions. For users where, in the opinion of the City, a significant portion of the water received from any metered source does not flow into a City sewer because of the principal activity of the user or removal by other means, the user charges and fees will be determined based on the volume of water discharged from such premises into a City sewer. Written notification and proof of the diversion of water shall be provided by the user if the user is to avoid the determination of user charges and fees based on the total amount of water used from all sources. The user may install a meter of a type and at a location approved by the City and at the user's expense. Such meters may measure either the amount of sewage discharged or the amount of water diverted. Such meters shall be tested for accuracy at the expense of the user when deemed necessary by the Manager.

3.03 Estimated Wastewater Volume.

- (a) Users without Source Meters. For users where, in the opinion of the City, it is unnecessary or impractical to install meters, the quantity of wastewater discharged may be based upon an estimate prepared by the City. This estimate shall be based upon a rational determination of the wastewater discharged and may consider such factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services, or such other determinants of water use necessary to estimate the wastewater volume discharged.
- (b) Users with Source Meters. For users who, in the opinion of the City, divert a significant portion of their flow from a City sewer, the user charges may be based upon an estimate of the volume to be discharged, provided the user obtains a Wastewater Discharge Permit or other approval by the City and pays the applicable user charges and fees. The estimate shall include the method and calculations used to determine the wastewater volume and may consider such factors as the number of fixtures,

seating capacity, population equivalents, annual production of goods and services, or such other determinants of water use necessary to estimate the wastewater volume discharged.

CHAPTER 4 ADMINISTRATION

4.01 Submission of Required Reports. The City may require that any person discharging or proposing to discharge wastewater to a City sewer file reports relating to that discharge or proposed discharge pursuant to 40 CFR 403.12. All required reports shall include the certification statements and signatory requirements described in Section 4.09 of these regulations. Required reports may include:

- (a) Wastewater Discharge Report. Wastewater Discharge Reports may include, but not be limited to: nature of process, volume, flow rates, mass emission rate, production quantities, hours of operation, number of employees, and other information which relates to the generation of waste, including wastewater constituents and characteristics in the wastewater discharge. Such reports may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they may not normally be discharged. The City may require wastewater discharge information in the form of self-monitoring reports or periodic reports on continuing compliance. All monitoring results obtained pursuant to Section 1.03 of these regulations must be submitted to the City, regardless of whether the City required such monitoring.

The reports required in paragraph (a) of this section shall contain the results of sampling and analysis of the Discharge, including the flow and the nature and concentration, or production and mass where requested by the City, of pollutants contained therein which are limited by the applicable pretreatment standards. This sampling and analysis may be performed by the City in lieu of the Industrial User. Where the POTW performs the required sampling and analysis in lieu of the Industrial User, the user will not be required to submit the compliance certification required under Section 4.09(a). In addition, where the POTW itself collects all the information required for the report, including flow data, the Industrial User will not be required to submit the report.

The monitoring reports required in paragraph (a) of this section must be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which are representative of conditions occurring during the reporting period. The City shall require the right frequency of monitoring necessary to assess and assure compliance by Industrial Users with applicable pretreatment standards and requirements. Grab samples must be used for pH, cyanide, phenol, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the Discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: For cyanide, phenol, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate.

- (b) Monitoring Waiver. The City may authorize an Industrial User subject to a categorical pretreatment standard to forego sampling of a pollutant regulated by a categorical pretreatment standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels

from intake water and without any increase in the pollutant due to activities of the Industrial User [see 40 CFR 403.12(e)(2)]. This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.
 - (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The user must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 4.02(c)(11).
 - (3) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one (1) sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
 - (4) The request for a monitoring waiver must be signed in accordance with Section 1.02(b), and include the certification statement in 4.09(c) (40 CFR 403.6(a)(2)(ii)).
 - (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
 - (6) Any grant of the monitoring waiver by the Manager must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by the Manager for three (3) years after expiration of the waiver.
 - (7) Upon approval of the monitoring waiver and revision of the user's permit by the Manager, the Industrial User must certify on each report with the statement in Section 4.09(c) below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.
 - (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately: Comply with the monitoring requirements of Section 4.01(a), or other more frequent monitoring requirements imposed by the Manager, and notify the Manager.
 - (9) This provision does not supersede certification processes and requirements established in categorical pretreatment standards, except as otherwise specified in the categorical pretreatment standard.
- (c) Baseline Monitoring Report. Categorical industrial users are required to submit a baseline monitoring report (BMR) under the circumstances set forth below. This report shall identify the facility, indicate permits held, describe operations, and contain flow and pollutant measurements. The requirements for a BMR, found in 40CFR Chapter I, Subchapter N, Part 403.12(b) are hereby incorporated into these regulations. These requirements specify conditions, including timelines, for completion of a BMR. The report shall be reviewed by an authorized representative of the user, and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required.

Baseline monitoring reports are required under the following circumstances:

- (1) At least ninety (90) days prior to commencement of discharge for new users; or

- (2) For existing users, within one hundred eighty (180) days after the effective date of an applicable categorical standard.

For sampling required in support of baseline monitoring and 90-day compliance reports required in paragraph (c) of this section, a minimum of four (4) grab samples must be used for pH, cyanide, phenol, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum.

- (d) Compliance Schedule for the Installation of Technology. The City may require a user to develop a compliance schedule for the installation of technology to meet applicable pretreatment standards or requirements. A compliance schedule for the installation of technology may be required even without violations, if the City determines one is necessary. Progress reports for the compliance schedule shall be considered a requirement.

The following conditions shall apply to the compliance schedule required by this Section of the ordinance:

- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation). No increment referred to above shall exceed nine (9) months.
- (2) The user shall submit a progress report to the Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to the Manager.
- (e) Report on Compliance with Categorical Deadline. Each categorical user shall submit a report within ninety (90) days after the final date for compliance, or upon commencement of discharge, whichever comes later. The report shall contain flow and pollutant measurements, and a certification of whether pretreatment standards are being met consistently. If pretreatment standards are not being met consistently, a description of needed additional operations and maintenance or pretreatment shall be included. This certification shall be made by a qualified professional, and the report shall be reviewed by an authorized representative of the user.
- (f) Notice of Violation/Resampling Report. If results from sampling by a user indicate a violation, the user shall notify the City within twenty-four (24) hours of confirming the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty (30) days after becoming aware of the violation.

Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat analysis. Resampling is not required if:

- (1) The City performs sampling at the Industrial User at a frequency of at least once per month; or
- (2) The City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the Control Authority receives the results of this sampling.

- (g) Slug Control Plan. The City will evaluate whether each Significant Industrial User needs a plan or other action to control Slug Discharges. For Industrial Users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006; additional Significant Industrial Users must be evaluated within one (1) year of being designated a Significant Industrial User. Significant Industrial Users are required to notify the POTW immediately of any changes at its facility affecting potential for a Slug Discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:
- (1) Description of discharge practices, including non-routine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the POTW of Slug Discharges, including any Discharge that would violate a prohibition under 2.01 with procedures for follow-up written notification within five (5) days;
 - (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response;

4.02 Wastewater Discharge Permits.

- (a) Mandatory Permits. All Significant Industrial Users proposing to connect or to discharge into a City sewer shall obtain a Wastewater Discharge Permit before connecting to or discharging into a City sewer. All existing Significant Industrial Users and unclassified users connected to or discharging into a City sewer who do not currently have a Wastewater Discharge Permit shall obtain such permit within 90 days of being notified by the City that a permit is required and shall comply with these regulations and any modifications made hereto within 90 days of their effective date.
- (b) Permit Application. Users seeking a Wastewater Discharge Permit shall complete and file with the Manager an application in the form prescribed by the Manager and accompanied by the applicable fees. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:
- (1) name, address, and SIC number of applicant;
 - (2) volume of wastewater to be discharged;
 - (3) wastewater constituents and characteristics including, but not limited to, those mentioned in Section 2.08 as determined by an Environmental Laboratory Accreditation Program (ELAP)-certified laboratory approved by the City;
 - (4) time and duration of discharge;
 - (5) average and thirty-minute peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
 - (6) site plans, floor plans, mechanical and plumbing plans, and details to show all sewers and appurtenances by size, location, and elevation;
 - (7) description of activities, facilities, and plant processes on the premises including all materials, processes, and types of materials which are or could be discharged;
 - (8) each product produced by type, amount, and rate of production;
 - (9) number and type of employees, and hours of work;

- (10) slug control plan which outlines discharge practices (including non-routine batch discharges), describes stored hazardous chemicals and those with the potential to cause pollution, and contains procedures both to notify the City immediately of slug discharges and to prevent adverse impacts from any accidental spill;
- (11) any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 4.01(b) [40 CFR 403.12(e)(2)].
- (12) any other information as may be deemed by the Manager to be necessary to evaluate the permit application.

The Manager will evaluate the data and information furnished by the user and may require additional information. After evaluation and acceptance of the data and information furnished, the Manager may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

- (c) *Permit Conditions.* Wastewater Discharge Permits shall be expressly subject to all provisions of these regulations and all other regulations, user charges, and fees established by the City. The conditions of Wastewater Discharge Permits shall be uniformly enforced by the Manager in accordance with these regulations, and applicable state and federal regulations. Permits may contain the following:
- (1) the unit charge or schedule of user charges and fees for the wastewater to be discharged to a City sewer;
 - (2) the average and maximum wastewater constituents and characteristics, including BMPs, based on applicable pretreatment standards;
 - (3) limits on rate and time of discharge or requirements for flow regulations and equalization;
 - (4) requirements for installation of inspection and sampling facilities;
 - (5) pretreatment requirements;
 - (6) specifications for monitoring programs which may include sampling locations, frequency and method of sampling, number, types and standards for tests, and reporting schedule required by the POTW and in accordance with self-monitoring requirements in 403.8(f)(1)(iii)(B)(4);
 - (7) requirements for submission of technical reports or discharge reports, including, but not limited to the reports described in Section 4.01 of these regulations, or any report required by 40 CFR 403.12;
 - (8) requirements for maintaining plant records relating to wastewater discharge as specified by the City, and affording City access thereto;
 - (9) mean and maximum mass emission rates, or other appropriate limits when incompatible pollutants (as defined by Section 1.02(x)) are proposed or present in the user's wastewater discharge;
 - (10) requirements to control Slug Discharge, if determined by the Manager to be necessary.
 - (11) the process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 4.01(b) and any granted monitoring waiver.
 - (12) other conditions as deemed appropriate by the City to ensure compliance with these regulations.
- (d) Duration of Permits. Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than one year or may be stated to expire on a specific date. The

terms and conditions of the permit may be subject to modification and change by the City during the life of the permit as limitations or requirements as identified in Section 2.08 are modified. The user shall be informed of any proposed changes in his or her permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance if, in the City's opinion, the 30 days notice is not sufficient, except as changes apply to categorical industrial users (CIUs) subject to pretreatment standards for existing sources (PSES). CIUs subject to Pretreatment Standard for New Sources (PSNS) must achieve compliance upon discharge.

- (e) Prohibition on Transfer of a Permit. Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned, transferred, or sold to a new owner, new user, different premises, or a new or changed operation.
- (f) Revocation of Permit. Any user who does any of the following or violates any conditions of these regulations, or applicable state and federal regulations is subject to permit revocation:
 - (1) failure of the user to factually report the wastewater constituents and characteristics of his or her discharge;
 - (2) failure of the user to report and obtain prior written approval for significant changes in operations, wastewater constituents or characteristics, or flow rates;
 - (3) refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
 - (4) violations of conditions of the permit.

4.03 Monitoring Facilities. The City may require the user to construct at his or her own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer or internal drainage systems and may also require sampling or metering equipment to be provided, installed, and operated at the user's expense. The monitoring facility should normally be situated on the user's premises; but the City may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area with the approval of the public agency having jurisdiction over that street or sidewalk, and located so that it will not be obstructed by landscaping or parked vehicles.

If the monitoring facility is inside the user's fence, there shall be accommodations to allow access for City personnel, such as a gate secured with a City lock. There shall be ample room in or near such sampling manhole to allow accurate sampling and compositing of samples for analysis. The manhole, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local agency construction standards and specifications. Construction shall be completed within 90 days following written notification by the City unless a time extension is otherwise granted by the City.

4.04 Inspection and Sampling. The City may inspect the facilities of any user to verify compliance with these regulations. Persons or occupants of premises where wastewater is created or discharged shall allow the City or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. The City shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security personnel so that, upon presentation of suitable identification, personnel from the City will be permitted to enter without delay for the purposes of performing their specific responsibilities.

4.05 Pretreatment. Users shall make wastewater acceptable under the limitations established herein before discharging to any City sewer. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review, and shall be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent wastewater acceptable to the City under the provisions of these regulations. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the City. In accordance with Public Works Policy Memo 5.11, the City may require installation of a grease control device when in the opinion of the City, such a device is necessary to prevent excessive discharge of oil and grease into the City sewer by the user.

4.06 Protection from Accidental Discharge. Each user shall provide protection from accidental discharge of prohibited materials or other wastes regulated by these regulations. Such facilities shall be provided and maintained at the user's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review, and shall be acceptable to the City before construction of the facility.

The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this section.

4.07 Confidential Information. All information and data on a user obtained from reports, questionnaires, permit application, permits, and monitoring programs, and from inspections, shall be available to the public or other governmental agency without restriction unless the user specifically requests it not be and is able to demonstrate to the satisfaction of the City that the release of information would divulge information, processes, or methods which would be detrimental to the user's competitive position.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to the U.S. Environmental Protection Agency, the State Water Resources Control Board and the Regional Water Quality Control Boards, which are bound by the same confidentiality rules as the City. As outlined in 40 CFR Parts 403.8, and 403.14 and under section 308 of the Clean Water Act, all information contained in an Industrial User's file and/or submitted by an Industrial User will be available at all times to the U.S. Environmental Protection Agency.

Information accepted by the City as confidential shall not be transmitted to any person or entity unless the City is required to do so by law and upon notification to the user, except in emergency or extraordinary circumstances. The notification provision of this section shall not be construed to require the consent or approval of the user before such information is released.

Wastewater constituents and characteristics will not be recognized as confidential information.

The City shall not be liable in damages to any permit applicant or user for any negligent disclosure of any trade secret furnished to the City.

4.08 Special Agreements. Special agreements and arrangements between the City and any persons or agencies may be established when, in the opinion of the City, unusual or extraordinary circumstances compel special terms and conditions. Under no circumstances, however, will any special agreement or arrangement be established which contravenes any federal pretreatment regulation, categorical pretreatment standard, or any other provision of federal law.

4.09 Certification Statements

- (a) Certification of Permit Applications, User Reports and Initial Monitoring Waiver —The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with Section 4.02(b); users submitting baseline monitoring reports under Section 4.01(c); users submitting reports on compliance with the categorical pretreatment standard deadlines under

Section 4.01(e); users submitting periodic compliance reports required by Section 4.01(a) - (g), and users submitting an initial request to forego sampling of a pollutant on the basis of Section 4.01(b)(4). The following certification statement must be signed by an Authorized Representative as defined in Section 1.02(b):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (b) Annual Certification for Non-Significant Categorical Industrial Users. A facility determined to be a Non-Significant Categorical Industrial User by the Manager pursuant to Section 1.02(ww)(5) must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.02(b). This certification must accompany an alternative report required by the Manager:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (1) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in 1.02(ww)(5);
- (2) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and
- (3) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

- (c) Certification of Pollutants Not Present. Users that have an approved monitoring waiver based on Section 4.01(b) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the user. The certification statement signed in accordance with the signatory requirements in Section 1.02(b).

Based on my inquiry of the person or persons directly responsible for managing compliance with the pretreatment standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 4.01(a).

4.10 Retention of Records. Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with BMPs established under Section 2.08.4. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods

used; and the results of such analyses. These records shall remain available for a period of at least three (3) years, with the exception of Dental Amalgam-regulated facilities, where records have to be retained for five (5) years as listed in Section 2.15.2. This period shall be automatically extended for the duration of any litigation concerning the user, the City, the State Water Resources Control Board or their Regional Boards, or the EPA, or where the user has been specifically notified of a longer retention period by the Manager. All such records shall be made available for inspection and copying by a duly authorized representative of the City or any other governmental entity having jurisdiction.

4.11 Public Notification of Dischargers Found to be in Significant Non-Compliance. At an interval of not less than once per year, the City will publish the identities of any user(s) which is (are) found to be in significant non-compliance of any national pretreatment standard, discharge limitation or prohibition, or any other requirement of these regulations. The definition of significant non-compliance shall be as specified in 40 CFR 403.8(f)(2)(viii). The publication shall occur in a newspaper of general circulation that provides meaningful notice within the City.

4.12 Notification of Changed Conditions. Each user must notify the Manager of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change.

- (a) The Manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.02(b) of this ordinance.
- (b) The Manager may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit under Section 4.02 of this ordinance in response to changed conditions or anticipated changed conditions.

4.13 Reports of Potential Problems.

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a need for a bypass, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the user shall immediately telephone and notify the Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- (b) Within five (5) days following such discharge, the user shall, unless waived by the Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
- (d) Significant Industrial Users are required to notify the Manager immediately of any changes at its facility affecting the potential for a Slug Discharge.

4.14 Notification of Hazardous Waste Discharge.

- (a) Any industrial user discharging any substance which, if otherwise disposed of, would be a hazardous or acutely hazardous waste under 40 CFR 261, shall comply with the reporting requirements of 40 CFR 403.12(p)(1) and (3) unless exempted under the provisions of 40 CFR 403.12(p)(2).

- (b) In the case of any notification made under paragraph (a) above, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical, pursuant to 40 CFR 403.12(p)(4). The City may accept a copy of a hazardous waste reduction or minimization plan as otherwise required by law.

4.15 Best Management Practices. The City may require submission of information to evaluate the implementation of and/or require the implementation of (BMPs) as described in Section 2.08.4.

CHAPTER 5 WASTEWATER CHARGES AND FEES

5.01 Schedule of Charges and Fees. The City's schedule of charges and fees complies with the revenue requirements of the State Clean Water Grant Program. Charges and fees are determined in a manner consistent with regulations of the grant program.

5.02 Classification of Users. Users shall be classified by assigning each one to a "User Classification" category according to the principal activity conducted on the user's premises and appropriate non-industrial classifications as determined by the City. The purpose of such classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics to provide an effective means of source control, and to establish a system of user charges and fees which will ensure an equitable recovery of the City's cost.

5.03 Types of Charges and Fees. The charges for each wastewater constituent and characteristic shall be established by the City and set forth in the City's schedule of charges and fees, which may include, but not be limited to:

- (a) user classification charges;
- (b) fees for monitoring;
- (c) fees for permit applications;
- (d) appeal fees; or
- (e) charges and fees based on wastewater constituents and characteristics to include industrial cost recovery provisions of the Federal Act.

5.04 Determination of User Charges and Fees. When user classification charges are established, they shall be based upon a minimum basic charge for each premise, computed on the basis of the characteristics of wastewater from a domestic premise. The quantitative values for the characteristics, including carbonaceous biochemical oxygen demand (CBOD), suspended solids (SS), and volume of wastewater (flow), are described in the City's Master Fee Schedule.

The charges for all classifications of users other than the basic domestic premise shall be based upon the relative difference between the average wastewater constituents and characteristics of that classification as related to those of a domestic premise.

The charges and fees established for unclassified users shall be based upon the measured or estimated constituents and characteristics of that user which may include, but not be limited to, CBOD, SS, and volume.

CHAPTER 6 ENFORCEMENT

6.01 Enforcement Response Plan. Enforcement of pretreatment violations will generally be in accordance with the City's Enforcement Response Plan. However, the Manager may take other action against any user when the circumstances warrant. Further, the Manager is empowered to take more than one enforcement action against any noncompliant user.

6.02 Notification of Discharge. Users shall notify the City immediately upon accidentally discharging wastes in violation of these regulations and/or discharging any slug loading, to enable countermeasures to be taken by the City to minimize damage to the City sewer, treatment facility, treatment processes, and the receiving waters.

This notification shall be followed by a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrence, to be received by the City within five (5) calendar days of the date of occurrence.

Such notification will not relieve users of liability for any expense, loss, or damage to the sewer system, treatment plant, or treatment process, or for any fines imposed on the City on account thereof under section 13350 of the California Water Code, or for violations of section 5650 of the California Fish and Wildlife (previously known as California Fish and Game) Code.

6.03 Warning Notice. The Manager may issue a warning notice as the first level of written enforcement. Warning notices are written letters sent to industrial users in response to most initial instances of sampling violations, exceedances of local and federal limits, late reports that are less than 45 days late, and other minor violations. The industrial user shall respond in writing within fifteen (15) days of the date of the warning letter unless otherwise indicated by the Manager. This response shall include, at a minimum, an explanation of the reasons/causes of the violation and corrective actions to be implemented by the industrial user to prevent future violations.

6.04 Notification of Violation (NOV). When the Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, Manager may serve upon that user a written Notice of Violation. Within fifteen (15) days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to Manager. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation.

6.05 Administrative Citation. Administrative citations may be issued for violations of the City of Hayward Municipal Code at the discretion of the Manager. If violations listed on a citation are not corrected within a specified time, fines may be assessed. Fines escalate with each successive citation for uncorrected violations. Violators may appeal an administrative citation and request an administrative hearing per the process defined in Section 7.09 of this document.

6.06 Administrative Order. An administrative consent, show cause, or compliance order may be issued to direct an IU to take a particular step in order to regain compliance. These orders are handled on a case-by-case basis, and there is no standard time frame as to when they are issued.

- (a) Consent Orders. The Manager may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as administrative fines issued pursuant to Section 7.09 of this ordinance and shall be judicially enforceable.
- (b) Show Cause Hearing. The Manager may order a user which has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. Such notice may be served on any Authorized

Representative of the user as defined in Section 1.02(b). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

- (c) Compliance Orders. When the Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Manager may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

6.07 Issuance of Cease and Desist Orders. When the City finds that a discharge of wastewater has taken place in violation of prohibitions or limitations of these regulations, or the provisions of a Wastewater Discharge Permit, the Manager may issue an order to cease and desist, and direct that those not complying with such prohibitions, limits, requirements, or provisions:

- (a) comply forthwith;
- (b) comply in accordance with a time schedule set forth by the City; or
- (c) take appropriate remedial or preventive action in the event of a threatened violation.

6.08 Submission of Time Schedule. When the City finds that a discharge of wastewater has been taking place in violation of prohibitions or limitations prescribed in these regulations, or wastewater source control requirements, effluent limitations or pretreatment standards, or the provisions of a Wastewater Discharge Permit, the City may require the user to submit for approval, with such modifications as it deems necessary, a detailed time schedule of specific actions which the user shall take in order to prevent or correct a violation of the requirements.

6.09 Appeals. Any user, permit applicant, or permit holder affected by any decision, action, or determination, including cease and desist orders made by the Manager, interpreting or implementing the provisions of these regulations or in any permit issued herein, may file with the Manager a written request for reconsideration within ten days of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration.

If the ruling made by the Manager is unsatisfactory to the person requesting reconsideration, he or she may, within ten (10) days after notification of City action, file a written appeal to the City Council. The written appeal shall be heard by the City Council, within 30 days of its filing date. A final ruling on the appeal shall be rendered within ten (10) days of the close of the hearing. The Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

6.10 Notices to Employees. In order that employees of users are informed of City requirements, users shall make available to their employees copies of these regulations together with such other wastewater information and notices directed toward more effective water pollution control which may be periodically furnished by the City. A notice shall be furnished and permanently posted on the user's bulletin board advising employees whom to call in case of an accidental discharge in violation of these regulations, as listed below:

Weekdays, 8 AM - 5 PM:	Water Pollution Source Control, 510-881-7900
Weekdays after 5 PM, and Weekends:	Water Pollution Control Facility, 510-293-5398

Police, Fire, or Medical Emergencies:

911

CHAPTER 7 ABATEMENT

7.01 Public Nuisance. Discharge of wastewater in any manner in violation of these regulations or of any order issued by the Manager as authorized by these regulations, is hereby declared a public nuisance and shall be corrected or abated as directed by the Manager. Any person creating a public nuisance shall be subject to provisions of City codes or ordinances governing such nuisance.

7.02 Injunction. The City may petition the superior court for the issuance of preliminary or permanent injunctive relief, or both, as may be appropriate, for noncompliance by users with pretreatment standards and requirements. Noncompliance relates both to discharge and non-discharge violations.

7.03 Damage to Facilities. When a discharge of wastes causes an obstruction, damage, or any other impairment to City facilities, the City may assess a charge against the user for the work required to clean or repair the facility and add such charge to the user's charges and fees.

7.04 Civil Penalties. Any person who violates any provision of these regulations or permit conditions, or who discharges wastewater which causes pollution, or who violates any cease and desist order, prohibition, effluent limitation, national performance, pretreatment or toxicity standard, shall be liable civilly to penalties imposed by the City for the violation(s). The City Attorney, upon order of the City Council, shall petition the superior court to impose, assess, and recover such sums as may be applicable. In addition, the City may refer any violations of these regulations to the office of the Alameda County District Attorney for civil prosecution under any applicable statute or provision of law.

7.05 Criminal Penalties. Any person who violates any provision of these regulations, or of a permit or a cease and desist order issued pursuant to these regulations, is guilty of a public offense. The classification of such public offense and the punishment therefor shall be as provided by regulations of the City.

7.06 Falsifying Information. Any person who knowingly makes any false statement, representation, record, report, plan, or other document filed with the City, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these regulations, shall be punished in accordance with the City codes or ordinances governing such falsifications. The City Attorney, upon order of the City Council, shall petition the Superior Court to impose, assess, and recover such sums as may be applicable.

7.07 Termination of Service. The City may revoke any Wastewater Discharge Permit, or terminate or cause to be terminated wastewater service to any premises, if a violation of any provision of these regulations is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance as defined in these regulations. Furthermore, whenever any discharge of wastewater is deemed by the City to be an imminent and significant threat to the operation of the wastewater treatment plant, the health and safety of City personnel or the public, or the quality of the waters of the state, the City may, without prior notice and by whatever means or combination of means available, terminate wastewater service to any premises. This provision is in addition to other statutes, rules, or regulations, authorizing termination of service for delinquency in payment.

7.08 Legal Authority to Protect POTW. In accordance with section 54739 of the California Government Code, the City may require any of the following:

- (a) Pretreatment of any industrial waste which the City determines is necessary in order to meet standards established by the federal or California state government or other regulatory agencies or which the City determines is necessary in order to protect its treatment works or the proper and efficient operation thereof or the health and safety of its employees or the environment.
- (b) The prevention of the entry of such industrial waste into the collection system and treatment works.

- (c) The payment of excess costs incurred by the City as a result of entry of such industrial waste into the collection system and treatment works.

7.09 Administrative Fine Procedure.

- (a) In accordance with section 54740.5 of the California Government Code, the City may issue an administrative complaint to any person who violates any requirement adopted or ordered by the City pursuant to paragraphs (a) and (b) of Section 7.08. The administrative complaint shall allege the act or failure to act that constitutes the violation of the City's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty.
- (b) The administrative complaint shall be served by personal delivery or certified mail on the person subject to the City's discharge requirements, and shall inform the person served that a hearing shall be conducted within 60 days after the person has been served. The hearing shall be before the Manager or his or her designee, hereafter "hearing officer". The person who has been issued an administrative complaint may waive the right to a hearing, in which case the City shall not conduct a hearing. A person dissatisfied with the decision of the hearing officer may appeal to the City Council within 30 days of notice of the hearing officer's decision.
- (c) If after the hearing or appeal it is found that the person has violated reporting or discharge requirements, the hearing officer may assess a civil penalty against that person. In determining the amount of the civil penalty, the hearing officer or City Council may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.
- (d) Civil penalties may be imposed by the City as follows:
 - (1) In an amount which shall not exceed two thousand dollars (\$2,000.00) for each day for failing or refusing to furnish technical or monitoring reports.
 - (2) In an amount which shall not exceed three thousand dollars (\$3,000.00) for each day for failing or refusing to timely comply with any compliance schedule established by the City.
 - (3) In an amount which shall not exceed five thousand dollars (\$5,000.00) per violation for each day for discharges in violation of any waste discharge limitation, permit condition, or requirement issued or adopted by the City.
 - (4) In an amount which does not exceed ten dollars (\$10.00) per gallon for discharges in violation of any suspension, cease and desist order or other orders, or prohibition issued, reissued, or adopted by City.
 - (5) The amount of any civil penalties imposed under this section which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the discharger from which the discharge originated resulting in the imposition of the civil penalty. The lien provided herein shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten (10) years from the time of recording unless sooner released and shall be renewable in accordance with the provisions of sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.
- (e) All monies collected under this section shall be deposited in a special account of the City and shall be made available for the monitoring, treatment, and control of discharges into the City's sewer system or for other mitigation measures.

CHAPTER 7 ABATEMENT

- (f) Unless appealed, orders setting administrative civil penalties shall become effective and final upon issuance thereof, and payment shall be made within thirty (30) days. Copies of these orders shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy.
- (g) The City may, at its option, elect to petition the Superior Court to confirm any order establishing civil penalties and enter judgment in conformity therewith in accordance with the provisions of sections 1285 to 1287.6, inclusive, of the Code of Civil Procedure.
- (h) No penalties shall be recoverable under this section for any violation for which civil liability is recovered under Section 7.04.
- (i) Any party aggrieved by a final order issued by the City Council under this section, after granting review of the order of a hearing officer, may obtain review of the order of the Council in the Superior Court by filing in the court a petition for writ of mandate within 30 days following the service of a copy of the decision and order issued by the Council. Any party aggrieved by a final order of a hearing officer issued under this section, for which the Council denies review, may obtain review of the order of the hearing officer in the Superior Court by filing in the court a petition for writ of mandate within 30 days following service of a copy of a decision and order denying review of the Council.
- (j) If no aggrieved party petitions for writ of mandate within the time provided by this section, an order of the Council or a hearing officer shall not be subject to review by any court or agency, except that the Council may grant review on its own motion of an order issued under this section after the expiration of the time limits set by that section.
- (k) The evidence before the court shall consist of the record before the Council, including the hearing officer's record, and any other relevant evidence which, in the judgment of the court, should be considered to effectuate and implement policies of Title 5, Division 2 of the Government Code. In every such case the court shall exercise its independent judgment on the evidence.
- (l) Except as otherwise provided in this section, subdivisions (e) and (f) of section 1094.5 of the California Code of Civil Procedure shall govern proceedings pursuant to this section.

CHAPTER 8 SEVERABILITY

If any provision of these regulations or the application to any person or circumstances is held invalid, the remainder of the regulations or the application of such provisions to other persons or other circumstances shall not be affected."

**EXHIBIT B: APPENDIX Q
CITY OF HAYWARD'S TEMPORARY WATER SERVICE
REQUIREMENTS**

SEC. 11-2.22 TEMPORARY WATER SERVICE. CONSTRUCTION WORK.

All water furnished for construction or related work shall be measured through a water hydrant meter provided by the City and shall be paid for by the customer at the same rates as metered consumption.

The size of the meters and other materials provided will be determined by the Director of Public Works or authorized representative. A deposit to cover the full cost of replacement of the meter and backflow assembly and the estimated cost of water consumption for two (2) months will be retained by the City at the time application is made to insure the safe return of all materials and supplies and the payment of water usage charges. In the event that meter is not returned or is returned damaged, the City shall retain the deposit and the Customer shall pay for any additional costs incurred as a result of the unreturned meter.

The service charge and a minimum monthly consumption amount on all hydrant meters shall be based on a rate schedule as specified from time to time by resolution of the City Council.

It shall be the responsibility of the customer to return all hydrant meters to the Water Distribution System Office within the first five (5) working days of each month to be read, inspected, and reissued if necessary. If not brought in by the fifth working day of the month, the Utilities Superintendent may cause the meter to be located in the field and read, inspected, and reissued if necessary. An additional service charge shall be applied to the bill for this service. Customers who fail to bring in a hydrant meter to be read and inspected for three (3) consecutive months will no longer be permitted to use Hayward water and meter(s) shall be removed from the field.

Customers who fail to return hydrant meters to the Water Distribution System Office shall pay for the cost of replacement.

SEC. 11-2.23 CONSTRUCTION WORK. WATER SERVICE PERMIT REQUIRED.

All persons desiring to use water in construction work, where connections must be made to a City hydrant or standpipe, shall obtain a written permit from the City before making such connection, and such permit shall be exhibited upon the work for which issued.

SEC. 11-2.24 FIRE HYDRANTS.

Fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the City of Hayward Water System and City of Hayward Fire Department or such persons as may be officially authorized to do so. Persons responsible for unauthorized use of a fire hydrant will be assessed a penalty, established by City Council.

Any person authorized to open fire hydrants shall use only an approved spanner wrench and shall replace the caps on the outlets when not in use.