

# REQUEST FOR PROPOSAL (RFP)

## For Camanche Hills Hunt Preserve Concessionaire Contract MOK-01-26

### **ADDENDA**

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

### **CONTACT**

**Scott Wiemerslage**, Ranger Supervisor  
(209) 772-8257  
[scott.wiemerslage@ebmud.com](mailto:scott.wiemerslage@ebmud.com)

### **RESPONSE DUE**

**May 22, 2026**  
**4:00 p.m. PST**

### **SUBMIT ELECTRONICALLY TO**

**Scott Wiemerslage**, EBMUD  
[scott.wiemerslage@ebmud.com](mailto:scott.wiemerslage@ebmud.com)

### **SUBMIT BY MAIL TO**

<p><b>RESPONSE DELIVERED BY SERVICE</b> (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)</p> <p><i>Scott Wiemerslage</i> EBMUD–MOK Division CHHP RFP MOK-01-26 15083 Camanche Pkwy S. Valley Springs, CA 95252</p>	<p><b>RESPONSE DELIVERED BY MAIL</b> (U.S. Postal Service) to:</p> <p><i>Scott Wiemerslage</i> EBMUD–MOK Division CHHP RFP MOK-01-26 15083 Camanche Pkwy S. Valley Springs, CA 95252</p>	<p><b>RESPONSE HAND-DELIVERED</b> (during business hours: 8:00 AM – 4:00 PM only)</p> <p><i>Scott Wiemerslage</i> EBMUD–MOK Division CHHP RFP MOK-01-26 15083 Camanche Pkwy S. Valley Springs, CA 95252</p>
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# **EAST BAY MUNICIPAL UTILITY DISTRICT**

RFP for Camanche Hills Hunt Preserve Concessionaire Contract

MOK-01-26

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**I. STATEMENT OF WORK**

**A. SCOPE**

The intent of these specifications, terms, and conditions is to manage the day-to-day recreational operations at Camanche Hills Hunt Preserve.

East Bay Municipal Utility District (District) intends to award a <10>-year contract (with <2> options to renew for one-year terms) to the Proposer(s) who best meets the District's requirements.

Concessionaire is responsible for the day-to-day operation and maintenance of the Camanche Hills Hunt Preserve and the facilities contained within the boundary of the Camanche Hills Hunt Preserve.

**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 upland bird hunting and recreational sport shooting for at least three years.
- b. Proposer shall be certified by the California Department of Fish and Wildlife as a private hunting and sport shooting facility.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

**C. SPECIFIC REQUIREMENTS**

The District seeks a private concessionaire to operate and maintain the day-to-day operations of Camanche Hills Hunt Preserve. The selected concessionaire will have exclusive rights, privilege, and concession within the premise to manage, operate, and maintain the following:

- Clubhouse Headquarters, check in/check out area
- Game Bird Operations
- Hunting Zones
- Bird Picking/Cleaning Area
- Game Dog Kennels

- Gunsmith Services
- Sporting Clays and Trap Ranges
- Food Service Facilities
- Recreational Vehicle Parking Facilities

SPECIFIC REQUIREMENTS should contain as much detail as possible including deliverables specified under Section D below. This requires that a thorough analysis of existing problems, goals, and some alternative methods of achieving the goals has been performed by the end-user.

D. OPERATIONS

**1. The Clubhouse Headquarters and check in/out** area shall be operated by Concessionaire to check-in and examine hunter credentials as required by the California Department of Fish and Game Regulations; assign hunting zones; tag birds; check hunters out at the completion of hunting; collect fees; sell hunting supplies; sell preserve licenses; sell bird cards; and to distribute and disseminate relevant information to hunters including, but not limited to, maps, rules and regulations.

**2. Game bird management** shall be the responsibility of the Concessionaire, and will include the purchasing, rearing, penning, and care of upland game (pheasant, chukar, and quail) and waterfowl (duck), and the release of said game birds as required for hunting.

**3. Hunting zones** shall be maintained by the Concessionaire, and individually assigned to hunters in accordance with standard safety guidelines. Concessionaire shall place and maintain signage to enable hunters to identify their assigned areas, and shall patrol assigned areas during hunting periods. Concessionaire shall manage the habitat of hunting zones through seeding, fertilization, imprinting, disking, mowing, irrigation, and approved Integrated Pest Management (IPM) practices.

**4. The Bird Picking/Cleaning Area** shall be operated by Concessionaire during the hunting season. Concessionaire shall provide bird picking/cleaning services and collect fees for such services.

**5. Game Dog Kennels** may be operated and managed by the Concessionaire. Concessionaire may also conduct or provide for dog training and rental of hunting dogs.

**6. Gunsmith Services** may be provided by Concessionaire.

**7. Sporting Clays and Trap Ranges** shall be operated by the Concessionaire, and will be limited to sporting clays, trap and skeet ranges, five stand and grouse bunker areas. Concessionaire is responsible for collecting fees for use of said ranges and areas, as identified in District’s approved fee structure.

**8. Food Service Facilities** shall be operated by the Concessionaire. Said facilities shall be used to provide, sell, or serve hot and/or cold foods, alcoholic (limited to beer and wine) and non-alcoholic beverages, sundries, and other merchandise approved by the District which are commonly sold at hunting preserves (shooting clubs) in the State of California.

**9. RV Parking Facilities** may be provided by Concessionaire. Fees for the use of said facilities will be as identified in District’s approved fee structure.

**CALENDAR OF EVENTS**

EVENT	DATE/LOCATION	
RFP Issued	April 27 2026	
MANDATORY Site Walk	May 11, 2026 9:30 AM	at: Camanche Hills Hunt Preserve 2951 Curran Rd. Ione, CA 95640
Response Due	May 22, 2026 by 4:00 p.m.	
Anticipated Contract Start Date	July 2026	

**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 to:

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

4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in 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\*\*\***

## **II. 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 level of effort.
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 effort, 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.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Implementation Plan and Schedule:</b>                      An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the District’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule.</p>
<b>B.</b>	<p><b>Relevant Experience:</b>                      RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>
<b>C.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b>                      If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
<b>D.</b>	<p><b>Understanding of the Contract:</b>                      RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the contract?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the contract?</li> </ol>

	<p>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</p>
<p><b>E.</b></p>	<p><b>Contract Equity Program:</b>  Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

**C. 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, 1010 Franklin St., 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.

### **III. 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 ON THE CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office

PHONE: (510) 287-0114

**AFTER AWARD:**

Attn: Scott Wiemerslage, Ranger Supervisor

EBMUD - Mokelumne Watershed and Recreation

E-Mail: scott.wiemerslage@ebmud.com

PHONE: (209)772-8257

**B. SUBMITTAL OF RFP RESPONSE**

1. Proposer may upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to [scott.wiemerslage@ebmud.com](mailto:scott.wiemerslage@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 (209)772-8257 to check receipt of the proposal.

2. Submit hard-copy proposals to:

<p><b>RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)</b></p> <p><i>Scott Wiemerslage</i>  <b>EBMUD–MOK Division                  CHHP RFP MOK-01-26                  15083 Camanche Pkwy S                  Valley Springs, CA 95252</b></p>	<p><b>RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to:</b></p> <p><i>Scott Wiemerslage</i>  <b>EBMUD–MOK Division                  CHHP RFP MOK-01-26                  15083 Camanche Pkwy S                  Valley Springs, CA 95252</b></p>	<p><b>RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only)</b></p> <p><i>Scott Wiemerslage</i>  <b>EBMUD–MOK Division                  CHHP RFP MOK-01-26                  15083 Camanche Pkwy S                  Valley Springs, CA 95252</b></p>
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3. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
4. 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.
5. 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.

6. 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.
7. 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, B, C, D, E, or F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



**EXHIBIT A**  
**RFP RESPONSE PACKET**  
**RFP For Camanche Hills Hunt Preserve Concessionaire Contract**  
**MOK-01-26**

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.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



## PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
  - Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
  - Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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\_\_\_\_\_



## REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
  
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
  - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person’s telephone number, fax number, and e-mail address;
  - (d) The person’s educational background; and
  - (e) The person’s relevant experience, certifications, and/or merits
  
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
  
4. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule

indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.

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



**REFERENCES**  
**RFP For - Camanche Hills Hunt Preserve Concessionaire Contract**  
**MOK-01-26**

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

**Proposer must provide a minimum of three 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 - Camanche Hills Hunt Preserve Concessionaire contract**  
**MOK-01-26**

**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.



## **EXHIBIT B INSURANCE REQUIREMENTS**

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

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

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

**The following provisions are 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. 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).
- J. 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.
- K. 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.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.
- O. 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. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, 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.
- P. 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.
- Q. 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.

- R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement 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 all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/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.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

**I. 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, and/or contractor/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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_

## **II. 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	\$2,000,000 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 must include (1) liquor liability (2) hunting and shooting range operations (3) firearms related activities, and (4) liability arising out of the use, care, handling, or control of animals. If any of the above coverages are not provided under the Commercial General Liability policy, then a separate policy for any such excluded coverage must be procured and maintained throughout the duration of this Agreement.
- F. 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 contractor/subcontractor under this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- K. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

- L. 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.
- M. 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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

**III. 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 contractor’s/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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager – Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager’s Signature:** \_\_\_\_\_

**IV. 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: \$2,000,000  
Aggregate Limit: \$2,000,000

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 reporting period 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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager- Print Name: \_\_\_\_\_**

**Insurance Broker/Agent or Officer or Risk Manager’s Signature: \_\_\_\_\_**

**V. Property Insurance Coverage**

A. CONTRACTOR shall maintain property insurance covering all real and personal property owned, leased, rented, or used by Concessionaire in connection with its operations at the

District's premises during the performance of Services under this Agreement, including but not limited to:

1. All buildings, structures, and improvements at the facility
  2. All equipment, furnishings, and fixtures provided by the DISTRICT
  3. Any other DISTRICT-owned property used in the maintenance and operation of the facility
- B. CONTRACTOR shall maintain property insurance covering all real and personal property owned by CONTRACTOR and used in connection with the Services under this Agreement, including but not limited to:
1. CONTRACTOR's equipment, tools, and supplies
  2. CONTRACTOR's inventory and merchandise
  3. CONTRACTOR's furnishings and fixtures
  4. Any improvements or betterments made by CONTRACTOR
- C. Minimum Requirements: Property insurance shall be provided on an "all risks" (special form) basis with coverage on a replacement cost basis with minimum limits sufficient to cover the full replacement value of all property described in paragraphs A and B above, without deduction for depreciation.
- D. The DISTRICT shall be named as loss payee on all policies to the extent of the DISTRICT's insurable interest, including, without limitation, improvements, alterations, or betterments made to DISTRICT property, and for any property for which the DISTRICT has a financial interest or potential exposure. .
- E. Property insurance policies shall include:
1. All-risk coverage (also known as "special form" coverage)
  2. Coverage for fire, theft, vandalism, and malicious mischief
  3. Coverage for windstorm, hail, and weather-related damage
  4. Coverage for water damage (excluding flood if not in flood zone)
  5. Business interruption and Extra Expense coverage arising out of damage to Concessionaire's property or the premises, including loss arising from inability to access the premises.
  6. Equipment breakdown coverage
  7. If applicable, flood insurance if the property is located in a flood zone
- F. The property insurance deductible shall not exceed \$10,000 per occurrence without prior written approval from the DISTRICT.
- G. CONTRACTOR shall provide the DISTRICT with a property appraisal or valuation statement within thirty (30) days of the effective date of this Agreement to establish adequate coverage

limits. The DISTRICT reserves the right to require CONTRACTOR to increase coverage limits if the valuation demonstrates insufficient coverage.

- H. Waiver of Subrogation. Property insurance policies 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 for any loss or damage covered under the property insurance policies.

**Verification of Property Insurance Coverage**

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Property 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/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager’s Signature:** \_\_\_\_\_

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

- A. \$3,000,000 per occurrence and in the aggregate.
- B. 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:
- C. 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.
- D. 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.
- E. 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. Coverage must include (1) liquor liability (2) hunting and shooting range operations (3) firearms related activities, and (4) liability arising out of the use, care, handling, or control of animals.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR’s behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
6. Independent Contractor’s Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy’s limits.
9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

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

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, 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:**

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**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

# EXHIBIT C – DRAFT CONSESSION CONTRACT

**EAST BAY MUNICIPAL UTILITY DISTRICT  
CONCESSION CONTRACT FOR MANAGEMENT OF THE  
CAMANCHE HILLS HUNTING PRESERVE**

THIS Agreement is made and entered into this 1st day of July, 2026 by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and **NAME OF CONCESSIONAIRE**., hereinafter called "CONCESSIONAIRE."

**WITNESSETH**

**WHEREAS**, District owns that certain real property (the "Premises") consisting of approximately 1600 acres of land and water located north of Camanche Parkway in Amador County, California, upon which is located the Camanche Hills Hunting Preserve as delineated in Attachment I, attached hereto and incorporated herein by this reference; and

**WHEREAS**, District has permitted public hunting and day use sport shooting activities on the Premises, all pursuant to applicable laws of the State of California and the Federal Energy Regulatory Commission; and

**WHEREAS**, District desires to enter into a ten year contract for the operation, maintenance, and improvement of the recreation facilities upon said Premises; and

**WHEREAS**, District Board of Directors has authorized the contract by Motion Number     -26; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and agreements herein contained, Concessionaire, jointly and severally, agrees with District as follows:

**ARTICLE 1 – BUSINESS USE OF THE PREMISES**

**1.1 Conveyances**

District hereby conveys to Concessionaire, the exclusive right, privilege, and concession within the Premises to manage, operate, and maintain (as further described in Article 2-Operations, Article 3-Maintenance, and Article 4-Standards of Performance) the following:

- Clubhouse Headquarters, Check-In/Out Area
- Game Bird Operation
- Hunting Zones
- Bird Picking/Cleaning Area
- Game Dog Kennels
- Gunsmith Service
- Sporting Clays and Trap Ranges
- Food Service Facilities
- Recreational Vehicle Parking Facilities

## **1.2 Concessionaire As Independent Contractor**

Concessionaire, in the performance of the terms and conditions included in this Contract, is and shall be the independent contractor; and neither Concessionaire nor any of its agents, employees or representatives are or shall be agents or employees of District.

## **ARTICLE 2 – OPERATIONS**

- 2.1 The Clubhouse Headquarters and check in/out area** shall be operated by Concessionaire to check-in and examine hunter credentials as required by the California Department of Fish and Game Regulations; assign hunting zones; tag birds; check hunters out at the completion of hunting; collect fees; sell hunting supplies; sell preserve licenses; sell bird cards; and to distribute and disseminate relevant information to hunters including, but not limited to, maps, rules and regulations.
- 2.2 Game bird management** shall be the responsibility of the Concessionaire, and will include the purchasing, rearing, penning, and care of upland game (pheasant, chukar, and quail) and waterfowl (duck), and the release of said game birds as required for hunting.
- 2.3 Hunting zones** shall be maintained by the Concessionaire, and individually assigned to hunters in accordance with standard safety guidelines. Concessionaire shall place and maintain signage to enable hunters to identify their assigned areas, and shall patrol assigned areas during hunting periods. Concessionaire shall manage the habitat of hunting zones through seeding, fertilization, imprinting, disking, mowing, irrigation, and District approved Integrated Pest Management (IPM) practices.
- 2.4 The bird picking/cleaning area** shall be operated by Concessionaire during the hunting season. Concessionaire shall provide bird picking/cleaning services and collect fees for such services.
- 2.5 Game dog kennels** may be operated and managed by the Concessionaire. Concessionaire may also conduct or provide for dog training and rental of hunting dogs.
- 2.6 Gunsmith** services may be provided by Concessionaire.
- 2.7 Sporting clay and trap ranges** shall be operated by the Concessionaire, and will be limited to sporting clays, trap and skeet ranges, five stand and grouse bunker areas. The use of lead ammunition at the sporting clay and trap ranges is prohibited. Concessionaire is responsible for collecting fees for use of said ranges and areas, as identified in District's approved fee structure.
- 2.8 Food service facilities** shall be operated by the Concessionaire. Said facilities shall be used to provide, sell, or serve hot and/or cold foods, alcoholic (limited to beer and wine) and non-alcoholic beverages, sundries, and other merchandise approved by the District which are commonly sold at hunting preserves (shooting clubs) in the State of California.
- 2.9 RV parking facilities** may be provided by Concessionaire. Fees for the use of said facilities will be as identified in District's approved fee structure.

## **ARTICLE 3 – MAINTENANCE**

### **3.1 General**

The Concessionaire shall, at its sole cost and expense, perform such reasonable maintenance and repair as District shall direct on all property, facilities, structures, machinery, and equipment operated or used by Concessionaire in their operations under this Contract. Such property as is owned or furnished by District, upon the termination of this Contract, shall be returned in similar condition as when received by Concessionaire, ordinary wear and tear expected. Concessionaire waives the benefits of Section 1942 of the Civil Code of the State of California. All construction and installations shall comply with appropriate building codes. Permits shall be obtained when required.

Certain maintenance and capital improvement projects will be funded from the Camanche Hills Hunting Preserve Maintenance/Capital Improvement Fund (MCIF) as set forth in Articles 3.3 and 7.3 and Attachment III herein.

District shall not be obligated to make any improvements, renovations, including alterations, additions, modifications, or repairs in or upon any property, facility, structure, machinery or equipment operated or used by Concessionaire, except as specified in Article 6.5.

### **3.2 Routine Maintenance and Repair**

The Concessionaire shall be responsible for the routine maintenance and repair of all areas, grounds, facilities, structures, machinery, and equipment in the concession operated area whether or not they are listed herein, unless specifically identified in Article 6.5 as a responsibility of the District.

Concessionaire maintenance and repair responsibilities shall include, but are not limited to the following (some items may qualify for reimbursement under the MCIF, as identified and explained in Articles 3.3 and 6.5 and Attachment III):

- a. Litter pick up. Litter shall be removed as needed to maintain the clean and aesthetic appearance of the premises, including all areas, facilities, and structures. Litter shall be removed at least once a day, during the peak season (October through March). Litter shall be removed within 50' of all operating areas and facilities, inclusive of main entry area, clubhouse, offices, shops, trap and skeet range, five stand areas, sporting clay courses, parking areas, picnic and common areas, storage areas, bird pens, fuel dispensing area, chemical toilets, permanent restrooms, employee residence areas, etc. During the non-hunting season (April through September), litter shall be addressed on an as needed basis. Concessionaire shall empty litter cans and remove refuse off site as needed. Particular attention shall be taken to prevent the contents of litter cans and dumpsters from overfilling, spilling over onto the grounds, and producing offensive odors;
- b. All roadways (dirt, gravel, chip/seal, paved, etc.) including striping, installation of roadside delineators, reflectors, car stops, minor paving, including hot and cold patching, seal coating, applying and spreading road base rock, etc. Weeds surfacing through asphalted roadways and encroaching along pavement edges shall be controlled or removed;
- c. All signage (area, facility, directional, traffic, safety, informational, regulatory, fee, warning, interpretive, etc.). Signage shall be clearly visible/readable and in compliance

- with District signage specifications where appropriate. Support posts for signs shall be structurally sound, plumb and level;
- d. All parking areas, (including hunting zone parking areas), inclusive of natural and man made barriers incorporated to delineate said parking areas and control off-road use. Paved parking areas will be routinely cleared of loose gravel and other debris;
  - e. All walkways, curbing, stairs, ramps, hand railings, decking, guard railings, trails and paths, etc.;
  - f. All fences, except perimeter fencing and those that are District's responsibility;
  - g. All gates, except perimeter gates and those that are District's responsibility;
  - h. Weed abatement: Concessionaire shall submit annually an IPM plan for review and approval by the District. Concessionaire shall take all reasonable measures to curtail the further spread of invasive plant species on the premises and shall not introduce such species onto the premises;
  - i. All picnic tables, barbeques, fire rings, benches, bleachers, light poles/fixtures, concrete pads, hot ash receptacles, litter cans, dumpsters, bollards, chemical toilets, flag poles, planters, etc.;
  - j. Bird pens, brood houses, and grain silos;
  - k. All vehicles, equipment, machinery, materials and supply storage areas. Concessionaire shall routinely clean and organize said areas. Concessionaire shall routinely dispose of, at it own expense, debris, litter, garbage and other items that serve no useful purpose, or cannot be repaired or serviced. Concessionaire shall engage in an active program of recycling spent automotive batteries, wooden pallets, cardboard, glass, plastic, aluminum, and steel;
  - l. Gasoline and Diesel fueling area, including maintenance of catchment basins;
  - m. All wells and irrigation systems, including, but not limited to valve boxes and sprinkler heads;
  - n. Above ground portions of the potable water, wastewater, and electrical systems, including, but not limited to interior/exterior plumbing fixtures (hose bibs, faucets, drinking fountains, hydrants, backflow prevention devices, insulating blankets, valves, drain basins); structure electrical wiring, and bird effluent tank;
  - o. Facilities and structures. Concessionaire shall be responsible for routine painting of interior and exterior surfaces using only colors approved by EBMUD. Concessionaire shall repair or replace damaged and worn woodwork, trim, paneling, baseboards, counter tops, display cases, window panes, screens, shutters, curtains, doors, door knobs/latches, door casings/jams, locks, thresholds, floors, floor coverings, sheetrock, wall coverings, interior and exterior light fixtures, ceiling fans, ceiling panels, roofs, vents, flashing, gutters and downspouts. In addition, Concessionaire shall routinely remove debris from gutters and downspouts;
  - p. Restroom and chemical toilet cleaning, servicing, and maintenance (see Attachment II attached hereto and incorporated herein by this reference);
  - q. Landscaping.

### **3.3 Maintenance and Capital Improvement Projects**

Concessionaire shall prepare an annual Maintenance/Capital Improvement Plan of proposed project work for the next year by December 31 of the current year and forward said Plan to District. District will review, amend if necessary, and approve the Plan. No maintenance or capital improvement work identified in the Plan shall begin without District's prior written approval, obtained for each project and only on forms provided by District for this use.

Expenditures for work under this category will include equipment rentals and purchases, contract construction, approved services rendered, or the occasional use of Concessionaire's labor force. If Concessionaire uses its own labor, payment for such labor for the purpose of this Contract will be calculated at two times the minimum wage. No payment will be made for Concessionaire's management/supervision or for owned vehicle, machinery or equipment usage. See Attachment IV for further clarification of appropriate Maintenance/Capital Improvement Plan charges and related Administrative Procedure.

## **ARTICLE 4 – STANDARDS OF CONCESSIONAIRE PERFORMANCE**

### **4.1 General**

Concessionaire shall at all times conduct business and operations in conformity to the following standards prescribed by District in a safe, clean, sanitary, orderly, and professional manner. Concessionaire shall provide personnel, labor, equipment, machinery, hand and power tools, inventories, supplies, materials, hardware, utilities, communications systems, security systems, fuel, and other services, goods, and commodities necessary for Concessionaire's satisfactory performance of the services, operation, maintenance, repair, and replacement responsibilities which it has assumed hereunder.

### **4.2 Operations and Maintenance**

All areas, facilities, and structures occupied or utilized by Concessionaire hereunder, and the areas surrounding the same, shall be operated and maintained by Concessionaire at all times and in such a manner as to present a safe, clean, sanitary, orderly, and aesthetic appearance in accordance with the provisions of Articles 2 and 3.

Concessionaire in the conduct of its business and operations hereunder shall at all times diligently guard against the contamination or pollution of Camanche Reservoir and the adjacent lands, including the Premises, or the creation of unsanitary conditions therein or thereon by Concessionaire, its agents, employees, or representatives, or by the general public. Concessionaire shall keep those portions of the Premises in which it conducts its business and operations in a safe, clean, orderly, and sanitary condition and shall promptly collect, remove and properly dispose of, all rubbish, refuse, and waste material, including bird waste accumulated from the conduct of its business or operations including that resulting from use of its facilities by the public. Concessionaire shall not, without first obtaining District approval and all required permits, licenses and agreements, dispose of any waste of whatever nature into Camanche Reservoir or upon the adjacent lands within the Premises and shall use due diligence to prevent such disposal by the public using the Premises.

### **4.3 Services and Goods**

All services and goods offered to the public by Concessionaire shall be subject to the conditions set forth in Article 6.2 and shall be in good taste, high quality, reasonably priced,

and be offered in sufficient quantity, variety, and at such times and locations as is necessary to meet the reasonable demands of the public desiring the same.

#### **4.4 Concession Staffing**

a. Personnel

Concessionaire shall employ sufficient personnel at all times to operate and maintain the areas, facilities, structures, machinery and equipment described in Articles 1 to 3 hereof and to perform the services, operations, and maintenance which Concessionaire has agreed to provide under this Contract.

Concessionaire shall develop work schedules for operations and maintenance purposes. Schedules will be reviewed periodically by District to ensure Concessionaire is providing adequate levels of service.

b. Employee Orientation

Concessionaire shall conduct an orientation program for their employees working within the Camanche Hills Hunting Preserve. Such orientation shall be sufficient to enable employees to address inquiries about the Camanche Hills Hunting Preserve from visitors, including rules and regulations, emergency procedures, and other relevant information.

c. Uniforms for Concessionaire's Employees

Concessionaire's employees who come in direct contact with the public shall be suitably clothed and identified, to the satisfaction of District as employees of Concessionaire. Such uniforms shall not conflict with the uniforms worn by District Ranger/Naturalists and must be approved in advance by District. Uniforms shall be routinely cleaned, laundered, and replaced at Concessionaire's expense. In addition, Concessionaire owned service vehicles shall be identified so as to be easily identified by the visiting public.

d. Unfit Persons

Concessionaire shall not employ or retain in their service, or permit to remain within the Premises, any person(s) determined by District or the laws of the State of California to be unfit for such employment.

Any on-site manager to be employed by Concessionaire for operation of the premises shall first be approved in writing by District.

#### **4.5 Safety, Sanitation, and Patrol**

Concessionaire shall maintain the Premises in a safe, clean, orderly, and sanitary condition at all times, and shall not permit unsafe or unsanitary conditions or a public or private nuisance to develop or exist on the Premises or adjacent property as a result of conditions on the Premises. Concessionaire shall operate and maintain the Premises and all facilities, buildings, structures, machinery, and equipment thereon, and in particular, lands immediately adjoining the Premises, in a safe, clean, orderly, and sanitary condition, in accordance with all applicable health and safety codes, workplace health and safety codes, sanitation, environmental and regulatory laws, and mandates for and from all public agencies and authorities having appropriate jurisdiction. Concessionaire shall conform to rules and regulations governing the Premises as from time to time are established by District.

Concessionaire, in the performance of its responsibilities, shall provide a public information program to acquaint visitors with the proper use of the Premises with emphasis on safety,

health, rules and regulations, water quality and resource protection. Such programs shall be reviewed and approved by the District.

Concessionaire shall routinely patrol premises to ensure hunter safety and compliance with rules and regulations.

#### **4.6 Licenses**

Concessionaire shall, at its sole cost and expense, obtain, possess, and display such licenses, permits, or certificates as may be required and issued by Federal, State, or County authorities or agencies certifying that the business, operations, equipment and machinery, facilities, structures, including products for sale and methods of preparing, serving, and selling thereof, all meet current health, safety, sanitary, environmental and regulatory laws. Concessionaire shall provide copies to District of all such licenses, permits, and certificates annually.

#### **4.7 Compliance with Laws, Rules, Regulations, and Policies**

Concessionaire shall comply with all Federal, State, County, and other governmental laws, ordinances, and regulations including such rules, regulations, and policies as may be promulgated by District. Should District propose significant changes to District rules, regulations, or policies that affect Concessionaire, these changes shall be presented to Concessionaire for review prior to their implementation.

Concessionaire recognizes and understands that this contract may create a possessory interest subject to taxation and that Concessionaire may be subject to the payment of property taxes levied on such interest.

Should Concessionaire receive any citations, cease and desist orders, or other notices of law or regulatory violations, or levies of fines, related to the Premises or its operation, Concessionaire shall notify District within 24 hours of Concessionaire's receipt of said item, and shall provide copies of said item to District and shall be responsible for any penalties incurred.

Concessionaire shall provide to District a Weekly Report based on the previous week's activities, including but not limited to, projects completed, repairs made, maintenance performed, incidents or emergencies dealt with, special events or activities, complaints received, and other noteworthy events.

#### **4.8 Non-discrimination**

Concessionaire shall make available to the general public without discrimination as to race, creed, color, sex, religion, physical handicap, or national origin, all public facilities, and structures operated by them for the public under this Contract and all the services rendered by it hereunder.

### **ARTICLE 5 – CONDITIONAL USES**

#### **5.1 Concession Operations Subject to Reservoir Uses**

Concessionaire understands that the waters of Camanche Reservoir, including those waters of the Rabbit Creek Arm, are used as an irrigation water supply, a hatchery water supply, for flood control, and for other downstream uses, that its level may vary to meet these needs, and that the continued use of Camanche Reservoir and the adjacent land, including the Premises,

will depend to a great extent on the ability of District to protect Camanche Reservoir and adjacent land, from pollution, contamination or unsanitary conditions.

Concessionaire understands that the water level of Camanche Reservoir, including the Rabbit Creek Arm, is subject to fluctuations from time to time because of natural conditions and/or the use of the water therein for domestic use, power generation, satisfaction of other rights, present or future, or for other purposes. Concessionaire hereby releases District and its directors, officers, employees or agents from all claims on account of any loss or damage which it may sustain by reason of such fluctuations; and District may at all times operate Camanche Reservoir and its facilities in connection therein as it may deem advisable.

District shall not be liable to Concessionaire in any respect whatever if public use of Camanche Reservoir or adjacent lands, including the Premises, is limited, prevented, or prohibited by action by any public official, agency, board, commission, or other entity, or for any reason beyond the control of District.

## **5.2 Residency Requirement of Concessionaire**

During the term of this Contract, Concessionaire's manager, or other District-approved representative with authority to represent Concessionaire's interest shall reside on the Premises in a location approved by District. It is understood and agreed that said residency requirement shall be solely for the purpose of Concessionaire performing the operations, maintenance and improvement obligations assumed hereunder, and shall be without charge to Concessionaire except for the obligations assumed hereunder regarding electrical, propane, water, sewer, telephone, cable, satellite/dish, security and garbage service. It is further understood and agreed that said residency shall in no way create any vested right to or interest in the property of District, and that said resident shall be fully responsible for any tax consequences resulting from said residence. Any such residency shall cease and terminate immediately upon termination of this contract as hereinafter provided.

## **5.3 Signs, Advertisements, and Promotions**

Concessionaire shall not at any time place or display any sign, placard, bulletin, notice, flyer or advertisement in or about the Premises nor on public roads around the Premises unless the prior approval of District is obtained regarding content and location. Concessionaire also agrees that they shall, at their sole cost and expense, undertake full promotion, advertising, and publicity of the Premises subject, however, to prior approval of District to any and all proposed releases, brochures, scripts, advertisements, press releases, tapes or video spots, websites, or any other means or method of said promotion, advertising, or publicity. All promotional releases shall state that the Premises is a District facility and, where applicable, that District's logo shall be included.

## **5.4 Utility Service**

Concessionaire shall promptly pay when due all charges for public utility service in connection with their operations, including, but not limited to, electrical power service, telephone service, water and sewer service, propane service, and waste removal services.

The Concessionaire shall be responsible for propane from the supplier's delivery point up to and including each gas manifold. All proposed installations of Concession owned utilities shall be approved by District. Concessionaire shall provide to District as-built drawings of all utility installations.

## **5.5 Law Enforcement**

The local law enforcement agencies are primarily responsible for police protection and law enforcement on the Premises. In addition, District may provide for law enforcement services to the Premises as deemed necessary by District. Additional security services shall be at the sole cost and expense of Concessionaire and implemented only after written District approval has been obtained.

## **5.6 Fire Protection**

The local fire districts are responsible for all structure fires within the Premises. The State of California Department of Forestry and Fire Protection (CDF) has the primary responsibility for wildland fire prevention and suppression activities on District's watershed lands.

The Concessionaire shall take necessary precautions in order to prevent or reduce the potential of a wild land fire from occurring in or about the premises occupied by them, and shall adhere to established protocols when entering a Red Flag Weather Event and abide by parameters outlined in the Camanche Hills Hunting Preserve Fire Prevention Plan (Attachment V). These attachments set forth guidelines for Concession and contract personnel when operating equipment in dry fuels with a high probability of ignition.

Concessionaire shall take all necessary precautions to prevent fire in or about the facilities and area occupied by them, and shall carefully observe all rules of District and local fire districts relative to fire prevention. Concessionaire shall, at its expense, establish, purchase, install, and maintain such fire prevention and fire fighting practices, apparatus, equipment and safety related items as may be required and are customary in public recreation areas of a similar nature in the State of California, said practices and equipment to be subject to District's approval.

All facilities and structures shall be cleared of vegetation in accordance with Public Resources Code Section 4291, as summarized in Attachment V.

## **5.7 Hazardous Substances**

All hazardous materials on the Premises shall be approved as to type and quantity by District, and shall be placarded, labeled, stored, handled, and dispensed (including gasoline and diesel fuel storage area and containment basin) in compliance with all applicable state and local laws, ordinances, rules, and regulations. Concessionaire shall have a current Hazardous Materials Business Plan and updated Material Safety Data Sheets on file at premises at all times

## **5.8 Additional Recreation Operations**

In addition to the aforesaid concession operations and activities, Concessionaire may from time to time, as Concessionaire deems necessary or proper, provide additional services, programs, accommodations, facilities or goods for the use of the public on the Premises; provided, however, that Concessionaire shall provide no new, expanded, or supplemental recreational services or development without prior written approval of District and subject to mutually agreeable terms and conditions. District may promulgate specific use regulations and fees for application to approved additional services, programs, accommodations, areas, facilities or goods for the public within the Premises and Concessionaire agrees to follow the same and be bound thereby.

## **ARTICLE 6 – DISTRICT RIGHTS AND OBLIGATIONS**

### **6.1 Camanche Hills Hunting Preserve Season**

During the term of this Contract, the Premises and facilities shall remain open to the public during such time and such business hours as District may from time to time establish. Said facilities shall be operated at all times by Concessionaire to their fullest extent and shall be adequately staffed to provide complete, full and satisfactory public service.

District shall have the full right and authority, as it sees fit from time to time during the period of this Contract, to determine, specify, fix, and alter the timeframe, the months of the year, the particular days of each month and week, and the hours of each day on or during which the Premises shall be open to public use, and Concessionaire agrees to abide by such determination without demand or liability upon District. Concessionaire shall obtain District approval in advance of any intended changes that will have an impact on operations and maintenance.

Concessionaire shall, each fiscal year, establish hunting season dates for all game birds to be taken, and publish a brochure with these dates and other pertinent information (including a schedule of current fees). The hunting season established shall comply with all current, applicable rules of the State of California Fish and Game Commission.

### **6.2 Objectionable Sales and Uses**

District reserves the right to prohibit the sale, lease, rental, display, posting, distribution, or use by Concessionaire of any article, item, or product which the District regards as objectionable or beyond the usual scope of merchandise or equipment deemed necessary for providing satisfactory service to the public or of inferior quality and workmanship.

### **6.3 District Operating Rights and Titles**

District shall retain:

- a. The right to perform work which it determines to be necessary or beneficial for the development, improvement, conservation, preservation, resource protection, maintenance, repair and/or operation of the Premises, Camanche Reservoir, and the adjacent land. Concessionaire shall be given reasonable notice, except in the event of any emergency, prior to performance of such work, and shall at all times adjust and coordinate its business, operations and maintenance in such a manner that District and its employees, agents, and contractors may proceed expeditiously with the work;
- b. The right to close any part or all of the Premises, Camanche Reservoir or adjacent lands to recreational use, without penalty, when in its judgment conditions have become unsafe or unhealthy, or when it becomes necessary for water quality, water supply, or other specified purposes;
- c. The right to enter and inspect any or all Premises, areas, facilities, structures, machinery and equipment used by Concessionaire in performance of said concession operations and maintenance, or for any purpose whatsoever and at any time;
- d. Title to all facilities, structures, machinery and equipment described in Article 1 hereof (excepting items and equipment purchased by Concessionaire at its sole cost and expense) and to any replacements, substitutions, and modifications thereof, and all facilities, structures, machinery and equipment described in Article 1 hereof, shall remain upon and within the Premises and surrendered upon termination of this Contract whether by expiration of its term, cancellation or otherwise. No such facilities, structures, machinery

or equipment shall be removed from the Premises by Concessionaire at any time; provided, however, that machinery and equipment may be temporarily removed from the Premises to perform servicing and maintenance thereon if Concessionaire provides advance notice of such removal to District.

#### **6.4 Fisheries, Wildlife, Range, Forestry, and Other Resources**

District shall be responsible for the management of the fishery, wildlife, range, forestry, archeological and historical resources on the Premises, Camanche Reservoir, and on adjacent District lands. Should District propose significant changes to the management of any of these resources, District will first meet and discuss these changes with Concessionaire. In the event that such change significantly affects Concessionaire's gross receipts or ability to make a reasonable net profit then the District agrees to renegotiate the percentage payments agreed to herein.

#### **6.5 Maintenance Performed by District**

District shall maintain all the underground potable water (from the source to the underground shut off valve), wastewater (underground portions only), and electrical (from the PG&E meter to the respective distribution panels) systems to various parts of the Camanche Hills Hunting Preserve, exclusive of irrigation systems. District shall be responsible for the annual testing, certification, and documentation of reduced pressure backflow prevention devices.

### **ARTICLE 7 – PAYMENTS, FEES, AND LIABILITIES**

#### **7.1 Gross Receipts**

The words "gross receipts," wherever used in this Contract, shall mean all money, property, or any other thing of value received by Concessionaire through the operation of the entire concession under this Contract, including the various business operations specified, or from any other business carried on by them upon the Premises or the adjacent land of District or from any other use of the Premises or Camanche Reservoir or lands by or for them, without any deductions; provided, however, that the words "gross receipts" shall not include any sales or excise taxes imposed by any governmental agency, provided further that gross receipts shall not include any money, property or thing of value received by Concessionaire pursuant to approved sub-concession agreements. Concessionaire agrees to pay District a percentage of all money, property or things of value received under said sub-concession agreements, said percentage to be mutually agreed upon at the time District approves said sub-concession agreement. Any thefts, defalcations or other losses of said gross receipts shall be borne by Concessionaire.

#### **7.2 Concession Contract Payment**

Concessionaire shall pay to the District during the entire term of this contract, on a monthly basis, for the right to exercise the privileges herein contained, three percent (3%) of the monthly gross receipts.

The payments to District shall be made on or before the fifteenth day of each month. The payment shall be based on the gross receipts of the preceding month and shall be paid to District at 15083 Camanche Parkway South, Valley Springs, CA 95252. In the event a payment is not made on or before the due date herein provided, Concessionaire shall pay to

District a late charge on said unpaid amount at the rate of 15 percent per month from and after the due date thereof until the date of payment.

### **7.3 Maintenance / Capital Improvement Fund**

Concessionaire agrees to expend for maintenance/capital improvement of District-owned facilities on the Premises an amount equal to or greater than five percent of the gross receipts on a monthly basis, as identified in Article 3.3. Expenditures for maintenance/capital improvement under this Section shall have District's prior written approval and shall be made before December 31 of each year unless District's written approval for carryover is given.

At the time the monthly concession contract payments are due to District, Concessionaire shall deposit five percent (5%) of the prior month's gross receipts in a separate account designated as the "Camanche Hills Hunting Preserve Maintenance/Capital Improvement Fund" (CHHP-MCIF) and maintain to the satisfaction of District adequate records thereof. The account shall be interest bearing and all interest earned on the funds shall be used for maintenance or capital improvement purposes in accord with Article 3.3 and the approved annual Maintenance/Capital Improvement Plan. All unexpended monies in the CHHP-MCIF at the termination of this Contract shall become the sole property of District.

It is recognized that certain maintenance projects or capital improvements within the Premises may cost in excess of the funds available in the CHHP-MCIF. District agrees, to the extent feasible, that it will pursue grants or other sources of revenue to assist in such work or defer/delay such work until funds have accrued to complete it.

It is understood and agreed that neither District nor Concessionaire shall be required to incur any cost or expense for the planning, design, development, installation or construction of new areas, facilities, buildings, or structures during the term of this Contract, except as provided herein. The District, at its sole discretion, has the right to enter into, or assist with such projects it deems appropriate, beneficial, cost-effective, or necessary.

### **7.4 Biennial Review of Percentage Payments**

It is understood and agreed that the aforesaid percentage payments to District shall be subject to biennial review by both parties. Any changes shall be mutually agreed upon and shall be established in writing as amendments to this Contract.

### **7.5 Concessionaire's Records**

Concessionaire shall maintain books, records, documents, and other evidence in accordance with accepted business practice and appropriate accounting procedures and practices. District or any of its duly authorized representatives shall have access to such books, records, documents or other evidence, including business income tax returns or the business schedules from personal tax returns during the term of this Contract and for a period of two years following the termination of this Contract. Concessionaire shall provide proper facilities for such access and inspection. Concessionaire shall, at their sole cost and expense, install and maintain such business equipment as may be deemed necessary by District.

Concessionaire shall provide to District on or before the fourth day of each calendar month during the term of this Contract a statement of the preceding month's total revenue and attendance.

Concessionaire shall furnish to District, without demand therefore, on or before the fifteenth day of each month during the term of this Contract, a true and accurate itemized statement

showing the total gross receipts and operational expenses of Concessionaire for the preceding month, including current month and year-to-date information and a comparison of the monthly and year-to-date information from the previous year.

In addition to the above, Concessionaire should expect to provide, from time to time, additional statistical information, surveys or other data to District as directed.

On or before September 1 of each year, Concessionaire shall submit to District an itemized statement of Concessionaire's gross receipts, and operational expenses, prepared by a CPA, for the previous fiscal year of operation hereunder; District may at District expense conduct or cause to be conducted a full audit of Concessionaire's operations at any time.

## **7.6 Recreation Fees**

Concessionaire shall collect all fees as for preserve licenses, bird cards, game bird hunts, bird cleaning, trap shooting, sporting clay shooting, dog kenneling, dog rentals, overnight RV parking, and other hunting activities.

Establishment and modification of recreational access fees shall be the sole responsibility of District. Concessionaire shall submit together with complete justification and comparability information for the adjustments. District agrees to consider these submittals during the review of recreational fees to be completed by April 1<sup>st</sup>. When fees are established and amended, the fees for comparable services at similar hunting preserves will be considered to be significant factors.

All other fees collected by Concessionaire from the public for its business operations under this Contract shall be reasonable, consistent with good service and high quality food, adequate portions, beverages and merchandise sold, and those usually applied in similar public recreation areas, and shall be subject to review and approval by District. Concessionaire shall also post fees on the Premises at such places as may be designated by District. District shall have access to and the right to inspect the schedule of prices for all goods sold and services rendered or performed within the Premises. Any fee determined by District to be unreasonable for the services rendered or the item sold, or any portion determined to be inadequate shall be modified or eliminated, after discussion with Concessionaire. Concessionaire to take immediate action as directed by District.

## **7.7 Payment of Debt-Prohibition of Liens**

Concessionaire shall promptly pay all debts incurred by them for materials, goods, supplies, equipment, machinery, merchandise, or services used in or about or in connection with their business or operations on the Premises including the wages and salaries of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by Concessionaire in the performance of this Contract. Concessionaire shall pay before delinquency all license fees, permits, certificates, taxes and assessments imposed, levied or assessed upon Concessionaire or upon any property used by it in the performance of this Contract or upon its possessory interest therein, upon its business or activity conducted hereunder or their right to conduct same, or based upon the proceeds of such business or activity.

## **7.8 Indemnification and Insurance**

a. Indemnification

Concessionaire has the entire responsibility at the Premises for any and all injury to the public and to individuals arising out of occupancy, use or operation of Premises or Camanche Reservoir to the extent Camanche Reservoir is used for recreation, and all facilities and equipment therein, by Concessionaire and the public under the terms and conditions of this Agreement except for the liability associated with infrastructure failure of the water and wastewaters systems and the damage caused by same. The Concessionaire expressly agrees to indemnify, defend, and hold the District, its agents, Directors, officers, and employees, free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees arising out of or resulting from Concessionaire's, its associates', employees', contractors', or agents' performance under this Agreement, including but not limited to the occupancy, use or operation of the Premises or Camanche Reservoir to the extent Camanche Reservoir is used for recreation, and all facilities and equipment therein as provided under the terms and conditions of this Agreement, except when such injury or damage is caused by the intentional and willful misconduct of the District, its officers, employees, or agents.

b. Insurance Requirements

- 1) Concessionaire agrees to the Insurance Requirements set forth in Attachment IV, Insurance Requirements.

**7.9 Risk of Loss; Responsibility for Property**

Concessionaire shall be responsible for loss of or damage to all District-owned and Concessionaire-owned property required to be insured under this Agreement while such property is in Concessionaire's possession, custody, or control, or used in connection with the operations of the Facility. Concessionaire's obligations under this Section are independent of, and shall not be limited by, the availability of insurance proceeds. Concessionaire shall be responsible for all deductibles and self-insured retentions applicable to insurance maintained pursuant to this Agreement.

**ARTICLE 8 – TERM, AMENDMENTS AND OTHER**

**8.1 Term**

The term of this Contract shall be for a period of ten years commencing July 1, 2026 and ending June 30, 2036, unless terminated on an earlier date as hereinafter provided. The anniversary date of this Contract shall be June 30.

At the sole discretion of the District, this Contract may be renegotiated at the end of the term prescribed, for an additional five years. Such renegotiation shall be based on the past performance of the Concessionaire in all areas of responsibility assigned herein and on the operational goals and objectives of the District. Said renegotiation, if deemed appropriate by the District, shall commence by January 1, 2026.

**8.2 Resolution of Disputes**

The parties agree that in the event of any dispute arising from or relating to this Contract, the parties shall meet and discuss the issue(s) and shall make bona fide and mutual attempts to reconcile their differences. Disputes shall be settled at the lowest level possible by communication between the individuals and in the order listed below:

District Manager of Mokelumne Watershed and Recreation to Concessionaire Vice-President responsible for Camanche Hills Hunting Preserve;

District Manager of Natural Resources to CHHP President;

Any unresolved controversy or claim following the above procedure arising from or relating to this agreement (other than default) shall be expeditiously settled by non-binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

### **8.3 Default and Termination**

In the event Concessionaire shall fail to pay to District the sum or sums required to be paid in Article 7.2 hereof or fail to pay into the CHHP-MCIF required by Article 7.3 hereof, at the times and in the manner herein provided; or shall fail to operate said concession in accordance with the standards prescribed by District; or shall permit the concession to be conducted on the Premises to be operated in an unlawful manner; or shall violate any of the other terms or conditions of this Contract, District may, at its option, in addition to any other remedies it may have, terminate this Contract and forthwith take possession of the Premises, including any and all District property in possession of Concessionaire, and remove any and all persons or property therefrom. Before any termination shall be declared hereunder by reason of default on the part of Concessionaire, District shall cause written notice to be given to Concessionaire specifying the particulars wherein Concessionaire is in default and demanding performance in accordance with the terms of this Contract. If, within 10 days after such notice is given, Concessionaire shall have fully complied therewith, or in good faith shall have commenced the work or act to completion, no termination by reason of such breach shall be declared hereunder; but in the event of Concessionaire's failure to fully comply with such notice at the end of 10 days, District may then declare and effect a termination by reason of the default therein specified.

All permanent improvements to the Premises shall remain on the Premises at the termination of the Contract and shall become the property of District at no cost to District. Upon expiration of the term or other termination of this Contract as provided herein, Concessionaire shall within 30 days thereafter, remove from the Premises, in a manner satisfactory to District, all non-permanent, personal property belonging to Concessionaire. If Concessionaire fails to remove said personal property, District may, at its election, consider said property as abandoned, and may dispose of same at Concessionaire expense.

### **8.4 Attorney's Fees**

If District commences an action against Concessionaire to enforce any of the terms of this Contract or because of the breach by Concessionaire of any of the terms hereof or for the recovery of any payment due hereunder or for the unlawful detainer of the Premises, Concessionaire shall pay to District, in accordance with Civil Code Section 1717, reasonable attorneys' fees and expenses which shall be deemed to have accrued from the commencement of such action.

### **8.5 Assignment Subject to District Consent**

Concessionaires shall not assign, transfer nor sublet any of the rights or privileges given to it under this Contract, voluntarily or involuntarily, or permit the exercise thereof by any third persons, firms or corporations, public or private, without the written consent of District having first been obtained. Concessionaires understand and agree that District has an absolute right

to withhold consent to a proposed assignment or sublease for any good faith reason, including but not limited to public policy reasons.

**8.6 Agreement in Writing**

This concession Contract contains and embraces the entire Contract between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by District and Concessionaire, or their successors in interest. This Contract shall be interpreted pursuant to the laws of the State of California and jurisdiction shall be in the County of Alameda.

**8.7 Amendment of Contract**

This Concession Contract may be amended at any time only by mutual agreement of the parties as evidenced in writing, signed and acknowledged by District and Concessionaire, or their successors in interest.

**8.8 Time is of the Essence**

Time will be of the essence in the performance of this Contract.

**8.9 Notices**

All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed as follows:

To **Concessionaire:** Camanche Hills Hunting Preserve  
2951 Curran Road  
Ione, CA 95640

To **District:** Michelle Workman, Manager  
Natural Resources Department  
East Bay Municipal Utility District  
375 Eleventh Street  
P.O. Box 24055  
Oakland, California 94623

Either or both of said addresses may be changed at any time by written notice given by one party to the other as hereinabove provided.

Nothing herein contained shall preclude the giving of any such notice by personal service.

### **8.10 Sub-Concession Agreements**

Concessionaire shall not enter into any sub-concession agreements without prior written approval of District.

If consent to a sub-concession agreement is given by District, Concessionaire shall be, and they hereby agree to be, fully bound and responsible for all Concessionaire duties and obligations as set forth in this Contract.

Any sub-concession agreement entered into by Concessionaire shall expressly provide for a recognition and acceptance of all of the terms and conditions of this Concession Contract as binding upon the sub-concessionaire.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first above written.

Approved as to form:

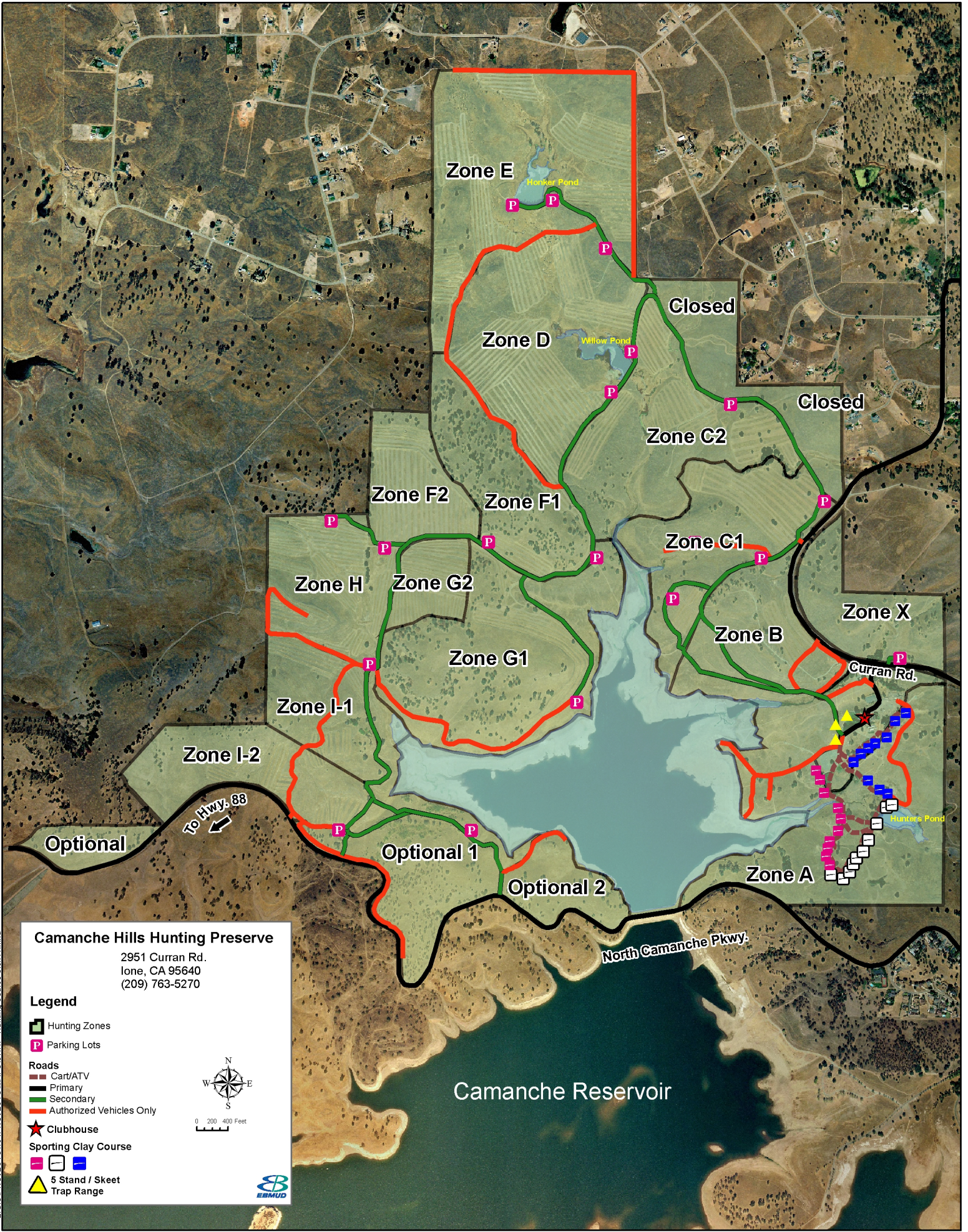
EAST BAY MUNICIPAL UTILITY DISTRICT

\_\_\_\_\_  
EBMUD Legal Counsel

By \_\_\_\_\_  
Michelle Workman, Manager of Natural Resources

Concessionaire

By \_\_\_\_\_  
**CONCESSION MANAGEMENT**



**Camanche Hills Hunting Preserve**  
 2951 Curran Rd.  
 Lone, CA 95640  
 (209) 763-5270

**Legend**

-  Hunting Zones
-  Parking Lots
- Roads**
-  Cart/ATV
-  Primary
-  Secondary
-  Authorized Vehicles Only
-  Clubhouse
- Sporting Clay Course**
-   
-  5 Stand / Skeet
-  Trap Range



0 200 400 Feet



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## ATTACHMENT II

### Specifications for Permanent Restrooms and Chemical Toilet Cleaning/Service and Maintenance

#### 1. Permanent Restrooms

##### A. Cleaning

- (1) Clean all permanent restroom, shower structures and service rooms, including doors, interior walls, partitions, exterior walls, vents, roofs, eaves, downspouts, gutters, windows, sills, ledges, screens, ceilings, floors, and drains. Clean and disinfect surfaces to eliminate all dust, dirt, mildew, iron stains, grime, urine, feces, graffiti, marks, webs, insects, empty bird nests or other foreign matter on toilet bowls, seats, urinals, showers, sinks, mirrors, faucets, door knobs, fixtures, plumbing, and light fixtures. Wipe down interior walls and partitions. Clean and sweep all floors, dry mopping restroom floors to prevent residue (caused from cleaning operations) from accumulating. Cleaning materials used should not unduly accelerate deterioration of structures, fixtures or finishes. Replace seat covers, garbage liners, toilet tissue, paper towels, sanitary napkins, soap, deodorant blocks, lights and other necessary supplies as needed to provide satisfactory facilities at all times. Sweep sidewalks adjacent to permanent restrooms, as needed.
- (2) Pickup and remove all litter and refuse, or any type of material which is not natural to the area, within 50' of permanent restroom locations.

##### B. Frequency

All permanent restroom and shower facilities open to the general public shall be inspected by Concessionaire twice daily, in the early morning and early afternoon during the operating season, to ensure that they are serviceable, clean, well-stocked, odor and hazard free. All non-permanent restrooms open to the public shall be cleaned as needed, but no less than once per day during operating season. Concessionaire shall maintain a log to be initialed by employee or vendor to indicate dates and times of cleaning.

##### C. Maintenance

Concessionaire shall be responsible for making minor repairs to restroom facilities including partitions, shower curtains, mirrors, roofs, downspouts and gutters, vents, doors and door knobs, latches, door closing devices, drains, floors, thresholds, ceilings, walls, light fixtures, faucets, hose bibs, paint, woodwork, plumbing, windows and screens, sinks, toilets, and urinals. Electrical components which are for any reason hazardous or inoperable will be repaired/replaced when

discovered or at the earliest convenience. If closure of the facilities becomes necessary, this shall be reported to the District as soon as possible.

## **2. Chemical Toilets**

### **A. Cleaning**

(1) All chemical toilets shall be cleaned as specified in Permanent Restrooms Cleaning A. (1). In addition, deodorizing products shall be used in all toilets in a manner prescribed by its manufacturer to reduce odors.

(2) Clear litter as specified in Permanent Restrooms Cleaning A. (2).

### **B. Frequency**

During the hunting season, chemical toilets in-service shall be inspected by Concessionaire on a twice daily basis, once in the early morning and once again in the early afternoon to ensure they are serviceable, clean, well-stocked, odor and hazard free.

During the non-hunting season, chemical toilets shall be inspected on a schedule that is mutually agreed to by Concessionaire and District. Concessionaire shall maintain a log to be initialed by employee or vendor to indicate dates and times of cleaning.

### **C. Servicing**

Holding tanks of chemical toilets shall be pumped out to prevent overfilling, excessive odor, or other objectionable conditions. During the hunting season, in-service portable toilet tanks shall be pumped out at least once per week, in such a manner as to prevent spillage. During the non-hunting season, the chemical toilets shall be pumped out on a schedule that is mutually agreed to by Concessionaire and District.

### **D. Maintenance**

Holding tanks shall be inspected for leakage. Leaking tanks shall have effluent evacuated as soon as possible to prevent contamination of the surrounding area. Any such conditions shall be mitigated immediately or the toilet shall be removed from service until it can be repaired or replaced. Concessionaire shall be responsible for performing all repairs on chemical toilets, to include, but not be limited to: floors, thresholds, doors, latches, rod and locks, springs, urinals, sinks, soap dispensers, mirror, tubing, seat and lid, vent pipe, toilet paper dispenser, seat cover dispenser, screens, and toilet mounting skids.

### **E. Inspection and Staffing**

District staff will routinely inspect permanent restrooms and chemical toilets for compliance with established standards. Concessionaire shall maintain adequate staff to correct deficiencies within one (1) hour of receiving a report of non compliance.

## ATTACHMENT III

### Clarification of Maintenance/Capital Improvement Fund Items

The following items qualify for MCIF expenditure approval (this list is not all-inclusive):

- Major landscape work to include, but not limited to the installation of walkways, pathways, ramps, stairs, handrails, decks, slabs, retaining walls, gates, fencing, irrigation systems, etc., and tree work to include climbing, cabling, pest and disease control, felling, etc.;
- Major sign repair or replacement;
- Habitat improvement, to include seed purchases, equipment rentals and related pest control activities;
- Road maintenance including equipment rentals, paving, striping, car stops, roadside markers, rock and gravel, culverts, etc.;
- Major appliance and furniture repair/replacement, including freezers, ovens, ranges, grills, dishwashers, etc.;
- Recreation area amenities, including the purchase of picnic tables, benches, hot ash receptacles, drinking fountains, litter cans, barbecues, chemical toilets, bleachers, shade shelters, etc.;
- Security systems, including installation and maintenance only, exclusive of monthly monitoring and service contracts;
- Radio systems, including installation and maintenance only, exclusive of service contracts;
- District owned building repair, remodeling or replacement, including the purchase of bulk building and construction materials;
- Major repair or replacement of District owned equipment and machinery including HVAC systems, tractors, implements, fuel dispensing pumps, containment basins, etc.;
- Professional services to include engineering, plans and design, mapping, surveying, consulting, etc.;
- Integrated pest management activities including services rendered for the prevention, control, eradication, management, and monitoring of invasive plant and/or animal species.

Routine repairs and servicing that are a daily part of the operations and maintenance needs of managing a recreation area are not considered justifiable MCIF expenditures. Examples of non-MCIF expenditures include:

- Weed Abatement, including the control of weeds near buildings and structures, in and along roadways, walkways, paths, trails, and day use areas, in and around parking areas, storage areas, fencing, turf and landscaped areas
- Routine servicing and repairs including, but not limited to pumps, electric, gas, and diesel engines, air compressors, welding equipment, generators, lawn mowers, weed eaters, chain saws, leaf blowers, tractors and implements, vehicles, electric carts, spray equipment, ATV's, trailers, target machines, the replacement of tires and batteries, HVAC systems, phone systems, communication systems, security systems, propane systems, plumbing and electrical fixtures, devices and components, office machines and equipment, furniture, appliances, and fire extinguishers, the clearing of clogged sinks, drains, urinals, and toilets, the servicing of chemical toilets, septic tank pumping, janitorial, cleaning, and garbage services, etc.
- Purchase of office machines, equipment, and furniture, including, but not limited to computers, keyboards, monitors, printers, copiers, scanners, fax machines, shredders, cash registers, video equipment, desks, chairs, cabinets, safes, etc.
- Purchase of specialized equipment and machinery including, but not limited to trap, skeet, and sporting clay machines, bird pickers and dunkers, etc.
- Purchase of small appliances, hand and power tools.

To qualify as a Maintenance/Capital Improvement Fund expenditure, any single item purchase or project expense must exceed \$300.00.

Repairs and servicing to non-District owned facilities, buildings, structures, equipment, and machinery are *not* justifiable MCIF expenditures.

Repairs and servicing of District owned facilities, buildings, structures, equipment and machinery may *not* be justifiable MCIF expenditures. Repairs and servicing will be considered on a case-by-case basis.

The approval or denial of past MCIF work authorizations are not precedent setting as District management objectives are subject to change.

**ATTACHMENT IV  
INSURANCE REQUIREMENTS**

**I. The following provisions applicable to all required insurance:**

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONCESSIONAIRE shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONCESSIONAIRE shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Attachment IV (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONCESSIONAIRE, or by an officer of the CONCESSIONAIRE (Officer), or by the CONCESSIONAIRE’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONCESSIONAIRE shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONCESSIONAIRE shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONCESSIONAIRE 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. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONCESSIONAIRE of any of the insurance requirements, nor decrease liability of CONCESSIONAIRE.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONCESSIONAIRE’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the

required insurance coverage must be declared to and accepted by the DISTRICT

- H. At the option and request of the DISTRICT, CONCESSIONAIRE shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONCESSIONAIRE is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONCESSIONAIRE is unable to pay the required SIR, CONCESSIONAIRE 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).
- J. 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.
- K. CONCESSIONAIRE shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- L. 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.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. 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, CONCESSIONAIRE must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONCESSIONAIRE agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONCESSIONAIRE'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 CONCESSIONAIRE hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. 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.

- Q. 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. .
- R. CONCESSIONAIRE agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONCESSIONAIRE arising out of, pertaining to, or in any way relating to this Agreement or to 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(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONCESSIONAIRE to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONCESSIONAIRE shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONCESSIONAIRE agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONCESSIONAIRE 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 CONCESSIONAIRE under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONCESSIONAIRE or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONCESSIONAIRE 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.
- T. It is CONCESSIONAIRE'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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

## **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 CONCESSIONAIRE, 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 CONCESSIONAIRE is exempt from carrying Workers' Compensation Insurance, CONCESSIONAIRE must return the completed Verification of Insurance confirming that CONCESSIONAIRE has no employees and is exempt from the State of California Workers' Compensation requirements
- D. If CONCESSIONAIRE is self-insured with respect to Workers' Compensation coverage, CONCESSIONAIRE 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 CONCESSIONAIRE 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. CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE is exempt from the State of California's requirement to carry workers' compensation insurance.

**As the CONCESSIONAIRE's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE carries Workers' Compensation and**

**Employer’s 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 or Agent: Print Name:**  
\_\_\_\_\_

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

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

- A. CONCESSIONAIRE’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 CONCESSIONAIRE.
- 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	\$2,000,000 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 must include (1) liquor liability (2) hunting and shooting range operations (3) firearms related activities, and (4) liability arising out of the use, care, handling, or control

of animals. If any of the above coverages are not provided under the Commercial General Liability policy, then a separate policy for any such excluded coverage must be procured and maintained throughout the duration of this Agreement.

- F. 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 CONCESSIONAIRE and/or subcontractor under this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONCESSIONAIRE’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONCESSIONAIRE under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONCESSIONAIRE 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. CONCESSIONAIRE 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 CONCESSIONAIRE’s failure to provide the waiver of subrogation from its insurance carrier(s).
- K. “Independent Contractor’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- L. 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 shall be as broad as ISO forms 20 10 (ongoing operations) and 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONCESSIONAIRE, or in any way related to Services performed under this Agreement.
- M. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONCESSIONAIRE’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 CONCESSIONAIRE’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE carries Commercial General Liability Insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

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

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

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

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

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

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

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

**IV. Business Auto Liability Insurance Coverage**

- A. CONCESSIONAIRE’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 CONCESSIONAIRE.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
  - a. Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
  - b. 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 CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE'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 CONCESSIONAIRE'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 CONCESSIONAIRE'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 CONCESSIONAIRE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE carries Business Automobile Liability Insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

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

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

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

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

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

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

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

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

A. 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 CONCESSIONAIRE.

B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

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, CONCESSIONAIRE must purchase an extended reporting period 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 CONCESSIONAIRE'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE 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:**

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

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

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## **VI. Property Insurance Coverage**

- A. CONCESSIONAIRE shall maintain property insurance covering all real and personal property owned, leased, rented, or used by Concessionaire in connection with its operations at the District's premises during the performance of Services under this Agreement, including but not limited to:
1. All buildings, structures, and improvements at the facility
  2. All equipment, furnishings, and fixtures provided by the DISTRICT
  3. Any other DISTRICT-owned property used in the maintenance and operation of the facility
- B. CONCESSIONAIRE shall maintain property insurance covering all real and personal property owned by CONCESSIONAIRE and used in connection with the Services under this Agreement, including but not limited to:
1. CONCESSIONAIRE's equipment, tools, and supplies
  2. CONCESSIONAIRE's inventory and merchandise
  3. CONCESSIONAIRE's furnishings and fixtures
  4. Any improvements or betterments made by CONCESSIONAIRE
- C. Minimum Requirements: Property insurance shall be provided on an "all risks" (special form) basis with coverage on a replacement cost basis with minimum limits sufficient to cover the full replacement value of all property described in paragraphs A and B above, without deduction for depreciation.
- D. The DISTRICT shall be named as loss payee on all policies to the extent of the DISTRICT's insurable interest, including, without limitation, improvements, alterations, or betterments made to DISTRICT property, and for any property for which the DISTRICT has a financial interest or potential exposure. .
- E. Property insurance policies shall include:

1. All-risk coverage (also known as "special form" coverage)
  2. Coverage for fire, theft, vandalism, and malicious mischief
  3. Coverage for windstorm, hail, and weather-related damage
  4. Coverage for water damage (excluding flood if not in flood zone)
  5. Business interruption and Extra Expense coverage arising out of damage to Concessionaire's property or the premises, including loss arising from inability to access the premises.
  6. Equipment breakdown coverage
  7. If applicable, flood insurance if the property is located in a flood zone
- F. The property insurance deductible shall not exceed \$10,000 per occurrence without prior written approval from the DISTRICT.
- G. COINCESSIONAIRE shall provide the DISTRICT with a property appraisal or valuation statement within thirty (30) days of the effective date of this Agreement to establish adequate coverage limits. The DISTRICT reserves the right to require CONTRACTOR to increase coverage limits if the valuation demonstrates insufficient coverage.
- H. Waiver of Subrogation. Property insurance policies must contain a waiver of subrogation endorsement providing that CONCESSIONAIRE 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 for any loss or damage covered under the property insurance policies.

**Verification of Property Insurance Coverage**

**As the CONCESSIONAIRE'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE carries Property 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/Agent or Officer or Risk Manager - Print Name:**

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**Insurance Broker/Agent or Officer or Risk Manager's Signature:**

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**VII. Excess and/or Umbrella Liability Insurance Coverage**

- A. \$3,000,000 per occurrence and in the aggregate.
- B. 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:
- C. CONCESSIONAIRE'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.
- D. 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 CONCESSIONAIRE.
- E. Minimum Requirements: It is expressly understood by the parties that CONCESSIONAIRE 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.
- F. 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.
- G. Coverage must include (1) liquor liability (2) hunting and shooting range operations (3) firearms related activities, and (4) liability arising out of the use, care, handling, or control of animals.
- H. There will be no exclusion for explosions, collapse, or underground damage (XCU).
- I. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONCESSIONAIRE's behalf.
- J. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONCESSIONAIRE under this Agreement as an "insured contract."

- K. 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.
- L. 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 CONCESSIONAIRE, in any way related to Services performed under this Agreement.
- M. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONCESSIONAIRE 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.
- N. CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONCESSIONAIRE carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

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

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

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

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

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

**Insurance Broker or Agent's Signature:**  
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## ATTACHMENT VI

### CAMANCHE HILLS HUNTING PRESERVE FIRE PREVENTION PLAN

The Camanche Hills Hunting Preserve (CHHP) concessionaire shall be responsible for maintaining a firesafe facility in accordance with the contract and with State Public Resources Code 4291. The following procedures shall be followed by all CHHP staff during the local fire season as declared by either the California Department of Forestry (CDF) or East Bay Municipal Utility District (EBMUD) with the seasonal transition of the District's Mokelumne fire danger rating above "LOW". This procedure pertains to mowing, weedeating, discing, welding, cutting torch use or any other activities and operations performed or supervised by CHHP staff, including contract labor, which has the potential to cause sparks or generate ignition temperatures in dry fuels.

#### **RISK ASSESSMENT**

**Risk Level One** – This usually occurs during the wet season, and is normally indicated by EBMUD fire danger rating signs being posted at "LOW". This level also applies to any operations in irrigated turf and adjoining areas. Prudent judgment shall be the primary guide for operations under these conditions.

**Risk Level Two** – This occurs when moderate burning conditions are present either during the local fire season or when the District's Mokelumne fire danger rating is above "LOW". All fire prevention measures listed herein are required in order for CHHP staff to undertake mowing, weedeating, discing, welding, cutting torch use or any other activity and operations that have the potential to cause sparks and generate ignition temperatures in dry fuels.

**Risk Level Three** – This occurs in the local fire season during Red Flag events and all other high-risk conditions, including occasions when the EBMUD fire danger rating signs are posted at "EXTREME". No mowing, weedeating, discing, welding, cutting torch use or any other activity and operations that have the potential to cause sparks and generate ignition temperatures in dry fuels.

#### **COMMUNICATIONS**

During **Risk Level Two**, while engaged in activities and operations as described above that can generate ignition temperatures in dry fuels, all CHHP staff will have in their possession operable CHHP radios as well as EBMUD low band radios at each work site, capable of contacting the clubhouse base station, EBMUD admin offices and EBMUD Resource Patrol Unit staff. The concessionaire will obtain current fire weather information from the EBMUD weather station at Camanche. This information is found on-line at: [http://www.met.utah.edu/cgi-bin/roman/meso\\_base.cgi?stn=CMAC1](http://www.met.utah.edu/cgi-bin/roman/meso_base.cgi?stn=CMAC1). This will be done prior to and during operations on an hourly basis to determine if the operation is still in prescription.

#### **EXTINGUISHMENT METHODS**

At each work site, during **Risk Level Two**, while engaged in mowing, weedeating, discing, welding, cutting torch use or any other activity and operations that have the potential to cause sparks and generate ignition temperatures in dry fuels, CHHP staff will have in their possession at all times a mobile 50 gallon pump unit, 2 ½ pound ABC fire extinguisher and a shovel (minimum requirements).

#### **OBSERVATION**

Any mowing, weedeating, discing, welding, cutting torch use or any other activity and operations that have the potential to cause sparks and generate ignition temperatures in dry fuels will be determined by CHHP Management in accordance with the EBMUD Fire Prevention Plan, seasonal conditions, habitat, and current fire weather information. No operations will take place in non-irrigated areas (dry fuels) unless there is an observer present. The observer will remain at the work site for a period of 15 minutes after the completion of the assigned work to observe potential ignition sites as well as latent fire starts. All work must be completed at one site before commencing work in another area. The following parameters will be used to determine if these operations are "within prescription":

Maximum Temperature:	90 F
Minimum Relative Humidity:	25%
Maximum Wind Speed:	10 MPH

If ANY of the parameters exceed prescription, all operations will cease.

In addition, the following precautions will be taken to minimize the risk of a fire start:

- Mowers will be kept free of flammable materials.
- Exhaust systems and spark arresters will be kept free of carbon buildup.
- All portable gasoline powered equipment shall have spark arresters.
- Avoid striking rocks with equipment that has metal blades.



EXHIBIT D
IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

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

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

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

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

OR

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



## **EXHIBIT E INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS**

**EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit E for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit E may be released in response to a CA PRA request.**

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If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT E to the title and/or filename