

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) for BIOSOLIDS HANDLING SERVICES 2018

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**For complete information regarding this project, see RFP posted at
<http://www.ebmud.com/business-center> or contact the EBMUD representative listed
above. Thank you for your interest!**

**RESPONSE DUE
by
4:00 p.m.
on
October 20, 2017
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607
Website: www.ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for BIOSOLIDS HANDLING SERVICES 2018

TABLE OF CONTENTS

I.	STATEMENT OF WORK	1
A.	SCOPE SUMMARY	1
B.	PROPOSER QUALIFICATIONS	1
II.	CALENDAR OF EVENTS	2
A.	NON-MANDATORY SITE WALK/PROPOSAL CONFERENCE	3
III.	DISTRICT PROCEDURES, TERMS, AND CONDITIONS	3
A.	PROPOSAL ACCEPTANCE AND AWARD	3
B.	PLANS.....	4
C.	END USES	4
D.	EVALUATION CRITERIA/SELECTION COMMITTEE	5
E.	BIDDING	7
F.	PRICING.....	7
G.	PROTESTS.....	8
H.	BONDS	9
IV.	RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION	9
A.	DISTRICT CONTACTS	9
B.	SUBMITTAL OF RFP RESPONSE.....	9
C.	RESPONSE FORMAT	11

ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET
EXHIBIT B – INDEMNITY AND INSURANCE REQUIREMENTS
EXHIBIT C – BOND FORMS
EXHIBIT D – GENERAL REQUIREMENTS
EXHIBIT E – SPECIFIC REQUIREMENTS
EXHIBIT F – DISTRICT-APPROVED TREATMENT AND/OR DISPOSAL SITES

I. STATEMENT OF WORK

A. SCOPE SUMMARY

The scope of this project is to provide biosolids handling services for the East Bay Municipal Utility District (District). To provide biosolids handling services, the Contractor shall furnish labor and equipment to receive, haul, and beneficially use or dispose of biosolids from the District's Main Wastewater Treatment Plant (MWWTP) located in Oakland, California at 2020 Wake Avenue. The District requires biosolids handling services on a guaranteed basis 24 hours per day, 365 days per year, regardless of weather conditions. There are no provisions for the Contractor to store biosolids at the MWWTP.

The District generates approximately 75,000 wet tons of biosolids annually, based on the average of the past five years. The table below shows production from September to August of each year. The District reserves the right to divert up to 10% of the annual biosolids produced for pilot projects and/or other uses.

Year Ending in August	Biosolids Produced (wet tons)
2013	66,700
2014	71,900
2015	76,000
2016	75,100
2017	84,600

Acceptable handling methods include beneficial use (e.g., land application, compost production, landfill alternative daily cover (ADC), thermal hydrolysis to Class A fertilizer, or any other use or combination of uses that the Contractor can demonstrate to qualify as beneficial use) or disposal. The District intends to limit the biosolids used as landfill ADC or disposal to no more than half of the annual amount produced.

The District will select from two schedules, described below. Proposers must present qualifications, approach, cost, and all required information **for each plan proposed**. The District intends to award a one-year contract, with two options to renew for one-year terms, to the Proposer(s) who best meet the District's requirements.

Refer to Exhibit E for scope details.

B. PROPOSER QUALIFICATIONS

To be considered responsive, the Proposer or the Proposer's direct Subcontractor shall meet the minimum requirements listed in the table below.

Qualifications	Minimum Requirements
Experience with each end-use proposed in an amount equal to or greater than 10,000 wet tons per year.	1 year (continuous) of successful experience within the last 36 months.
Experience hauling biosolids from a facility where removal is required 24 hours per day, 365 days per year.	1 year (continuous) of successful experience within the last 36 months.
If proposing land application, experience monitoring the agronomic application of biosolids, checking nutrient and metals loading.	1 year (continuous) of successful experience within the last 36 months. Contractor must show compliance with agronomic rates.
If applicable to proposed end use, experience with U.S. EPA annual reporting.	If applicable to proposed end use, 1 year of successful experience reporting to U.S. EPA within the last 36 months. Bidder must provide copy of submitted annual EPA 503 report.
All permits required for proposed work.	Possession of all required permits valid for start of contract.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	September 29, 2017	
Non-mandatory Site Walk/Proposal Conference	October 10, 2017 at 10:00 am	at: EBMUD Main Wastewater Treatment Plant 2020 Wake Avenue Oakland, CA 94607
Response Due	October 20, 2017 by 4:00 p.m.	Hand delivered to: 375 Eleventh Street, First Floor Oakland, CA 94607 Or mailed to: EBMUD–Purchasing Division P.O. Box 24055 Oakland, CA 94623 (Postmarks will not be accepted)
Anticipated Contract Start Date	January 1, 2018	

Note: All dates are subject to change.

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

A. NON-MANDATORY SITE WALK/PROPOSAL CONFERENCE

There will be a non-mandatory site walk/proposal conference on Tuesday, October 10, 2017, at 10:00 am in the Administration Building of the MWWTP located at 2020 Wake Avenue, Oakland, CA 94607.

The non-mandatory site walk/proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers with an opportunity to view the District's biosolids facilities.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.

All questions deemed to be pertinent by the District will be addressed in an Addendum following the site walk/proposal conference.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. PROPOSAL ACCEPTANCE AND AWARD

1. Proposals will be evaluated by a District Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee." Proposers may submit on more than one plan, as described below, and **scores will be assigned and tallied independently for each plan proposed.**
2. The Selection Committee will recommend award to the Proposer(s) and associated plan(s) that, in the Selection Committee's opinion, best serve(s) the overall interests of the District. Award may not necessarily be made to the Proposer or plan with the lowest overall cost.
3. 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 (PO) or contract that may be awarded as a result of this RFP.
4. 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 technical defects, as the interest of the District may require.

5. Regardless of which plan the District selects, the District reserves the right to divert up to 10 percent of the expected annual biosolids production for pilot projects and/or other uses.

B. PLANS

The District requests proposals to be submitted for one or more of the following plans. Based on the evaluation criteria set forth in this RFP, the District will select one of the plans (i.e., No.1 or Nos. 2A/2B) from one or two separate contractors.

Plan No. Bid Form Schedule No.	Description	District Annual Biosolids (%)
1	Year-round	100%
2A	Dry season only	Approximately 50%
2B	Wet season only	Approximately 50%

All plans include the Proposer accepting full responsibility for the full biosolids demand during the applicable period (i.e., year-round or season). Refer to Exhibit E for details on minimum quantities and penalties for no-show trucks. Proposals shall demonstrate the means with which the Proposer will successfully handle the full demand. Proposals shall describe plans for Saturday and Sunday services in particular, as these have been historically challenging for the District. For each plan proposed, the Proposer shall provide a single price per wet ton that applies to any and all loads, regardless of end use and distance. Proposers shall describe the various end uses and locations and percent allocation planned for each.

C. END USES

As noted in District Policy 8.02, provided in Exhibit E, it is the policy of the District to promote the beneficial and cost-effective use of biosolids, in accordance with the District's environmental principles, while complying with all applicable federal, state, county, and local laws, rules, and regulations. Beneficial uses are therefore preferred to disposal (and will be scored higher in the Environmental Benefit criteria than disposal, as described in Section D, Item B). The District recognizes, however, that due to costs, capacity, weather impacts, and other factors, disposal may be necessary for reliable and cost-effective service. While beneficial use can encompass a range of options, considerations specific to landfill ADC and land application are presented below.

1. Landfill ADC

The District recognizes landfill ADC as a viable end use, yet landfill ADC faces practical decline due to restrictions on landfilling organic materials (e.g., green waste), which are used in conjunction with biosolids during the application. In addition, use of District biosolids as landfill ADC precludes the District from codigesting food scraps generated in Alameda County with municipal wastewater solids. The District therefore favors other beneficial uses over landfill ADC, but recognizes that landfill ADC may present the most cost-effective option. At a minimum, the District intends to limit the biosolids used as landfill ADC or disposal to no more than half of the annual amount produced.

If the proposal includes landfill ADC as one of the uses, the Contractor shall utilize only District-approved disposal sites. Exhibit F contains the list of District-approved disposal sites as of the issuance of this RFP. The District may add or remove facilities from the list of approved sites. Prior to use of the site, the Contractor shall confirm that the site is currently approved by the District. The Contractor may submit a request that a landfill or disposal site be considered for approval.

2. Land Application

The District recognizes that the regulatory and practical feasibility of land application has seasonal restrictions. Proposals are therefore anticipated to feature multiple end uses that will likely alternate with the dry and wet weather seasons. While the duration of each season cannot be predicted, the dry weather season will be approximated for planning purposes as the period from April 15 to October 14. The wet weather season will be approximated for planning purposes as the period from October 15 of one calendar year to April 14 of the following calendar year. Biosolids production is approximately equivalent during the dry and wet weather seasons.

D. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a District Selection Committee. The Selection Committee may be composed of District staff and other parties who have expertise or experience in this type of procurement. The Selection Committee will select the plan(s) 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. Proposers should note that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

Each plan proposed will be evaluated and scored according to the Evaluation Criteria below. The plans from all proposers will be scored and compared. The highest rated plan under Schedule 2A will be combined with the highest rated plan under Schedule 2B to calculate a combined Schedule 2 rating that will be compared to the ratings for Schedule 1.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Cost: The relative costs will be computed by dividing the total annual cost of the lowest responsive Proposal by each Proposer's total annual cost. The evaluation may also include a review of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?; is the proposed cost appropriate to the nature of the products and services to be provided?); and 2. Cost-effectiveness (i.e., the ability of the District to afford the services and the value gained).
B.	<p>Environmental Benefit: The environmental benefit of proposed end uses and hauling practices will be evaluated. Environmental benefits may include nutrient recovery, agronomic value, reduced carbon footprint, and lower process emissions. Distance to the application site will be factored in to the environmental benefit, and credit will be given for use of low emissions vehicles.</p>
C.	<p>Reliability: Reliability will be evaluated through criteria related to operational flexibility, communications, experience, and references. Diversification of end uses and multiple reliable backup options will earn points in this category. Factors affecting ease of operations and communications include (but are not limited to) dispatch capabilities and other features demonstrating responsiveness and adaptability.</p> <p>The applicability of the references and the responses provided by the references will be evaluated. Proposals will be evaluated against the RFP specifications and the following questions:</p> <ul style="list-style-type: none"> -Does the Proposer have experience on similar projects beyond the minimum requirements? -Has the Proposer demonstrated compliance with regulatory reporting? -Has the Proposer demonstrated best management practices, including but not limited to those regarding safety, training, and public outreach?
D.	<p>Contract Equity Program: Proposer shall be eligible for Small Business Enterprise (SBE) preference points if Proposer is a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> Proposer checks the appropriate box, requesting preference, in Exhibit A under Proposer Information and Acceptance.</p>

E. BIDDING

The District requests a price proposal for one or more of the following bid schedules:

Bid Form Schedule No.	Description	District Annual Biosolids (%)¹
SCHEDULE 1	Year-round.	100%
SCHEDULE 2A	Dry season only, approximately during the period from April 15 to October 14.	Approximately 50%
SCHEDULE 2B	Wet season only, approximately during the periods from January 1 to April 14 and October 15 to December 31.	Approximately 50%

¹The District reserves the right to divert up to 10% of the annual biosolids produced for pilot projects and/or other uses.

Each plan may include multiple end uses within a Schedule. Schedules 2A and 2B pertain to only dry or wet weather quantities, which are each approximately 37,500 wet tons per year. A proposal may be submitted for both Schedule 2A and 2B.

Land application of biosolids has seasonal constraints due to regulatory and practical factors. For this reason, if the District selects from Schedule 2 and one of the contracts involves land application, the allocations will not be exactly 50 percent to each schedule. Should weather or agronomic factors hasten, delay, truncate, or extend the land application season, the Contractor responsible for the wet weather end use will be required to handle fewer or more loads accordingly. Additionally, the services of the Contractor responsible for the wet weather season may also be needed during a portion of the dry weather season. The Contractor responsible for the dry weather season will be required to provide a minimum of one week notice before requesting commencement of land application.

F. PRICING

1. All prices quoted shall be in United States dollars.
2. Price quotes shall include any and all payment incentives available to the District.
3. Price quotes shall include all costs associated with meeting regulatory compliance and reporting.

G. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. 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.

Bid 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 bid, 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, it shall include its contact information in addition to that of the protesting firm.

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

The bid 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 working days from the date of receipt of the requesting organization's determination on the protest.

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 bid 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.

H. BONDS

1. The successful Proposer will be required to post and maintain the following bonds with the District:
 - a. A Performance Bond for 25 percent (25%) of the total annual contract amount
 - b. A Payment Bond for 100 percent (100%) of the total annual contract amount
2. Bond forms are attached to this RFP as **Exhibit C – Bond Forms**.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. Questions may be submitted in writing to the following persons or posed at the non-mandatory site walk/proposal conference:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Alicia Chakrabarti

EBMUD-Wastewater Planning

E-Mail: alicia.chakrabarti@ebmud.com

Phone Number: (510) 287-2059

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after

that time or date, or at a place other than the stated address, cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
RFP - BIOSOLIDS HANDLING SERVICES 2018
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
RFP - BIOSOLIDS HANDLING SERVICES 2018
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP title must appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a compact disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy must be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

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

7. 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.
8. 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.
9. 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.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, E, 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 - BIOSOLIDS HANDLING SERVICES 2018

To: EAST BAY MUNICIPAL UTILITY DISTRICT ("District")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV – RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, AND ONE (1) ELECTRONIC COPY (in PDF format on a compact disk or USB flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN THE REQUIRED DOCUMENTATION AND SUBMITTALS UNDER EXHIBIT A**
- **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 TOTAL.**
- **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.**



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 of BIOSOLIDS HANDLING SERVICES 2018.
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 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.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE 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 Proposal preference please refer to the CEP and EEO Guidelines in the last page of this Exhibit A.

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: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____

BID FORM

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

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

RFP - BIOSOLIDS HANDLING SERVICES 2018
BID FORM

Name of Bidder: _____

SCHEDULE I: Furnish all applicable labor, materials, equipment, land, permits, fees, and other appurtenances of services to receive, haul/transport and use or dispose approximately 75,000 wet tons of biosolids annually. Refer to Section III E for clarification. Schedule 1 may not be awarded.

Method of End use	Description (Season, Location)	Tons Allocated
Total Tons		75,000
Unit Price		\$ /wet ton
Total Estimated Contract		\$

SCHEDULE 2A: Furnish all applicable labor, materials, equipment, land, permits, fees, and other appurtenances of services to receive, haul/transport and use or dispose approximately 37,500 wet tons of biosolids annually during the dry weather season. Refer to Section III E for clarification. Schedule 2A may not be awarded.

Method of End use	Description (Season, Location)	Tons Allocated
Total Tons		37,500
Unit Price		\$ /wet ton
Total Estimated Contract Cost		\$

SCHEDULE 2B: Furnish all applicable labor, materials, equipment, land, permits, fees, and other appurtenances of services to receive, haul/transport and use or dispose approximately 37,500 wet tons of biosolids annually during the wet weather season. Refer to Section III E for clarification. Schedule 2B may not be awarded.

Method of End use	Description (Season, Location)	Tons Allocated
Total Tons		37,500
Unit Price		\$ /wet ton
Total Estimated Contract Cost		\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet for each plan proposed. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response.

1. **Description of the Proposed Hauling Equipment/System:** RFP response shall include a description of the proposed hauling equipment/system as it will be finally configured during the term of the Contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response.
2. **Description of the Proposed End Use(s):** RFP response shall include a description of the proposed biosolids end use(s). The description shall include information on the practice as well as the facility and location. The description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) state the quantities planned for each end use; (3) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; (4) address Saturday, Sunday, and holiday plans; and (5) 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.
3. **Completed Bid Form:** RFP response shall include one or more bids prepared in accordance with instructions in this RFP and submitted in the format given.
4. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

5. **Performance Bond/ Performance Requirements:** See Section III H (BONDS).
6. **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.**
7. **Contract Equity Program:**
 - (a) Every Proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any Proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.

RFP – BIOSOLIDS HANDLING SERVICES 2018

Proposer Name: _____

Proposer must provide a minimum of 2 references, with a minimum of 1 reference for each proposed end use. References may be for Contractor or Subcontractor.

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 – BIOSOLIDS HANDLING SERVICES 2018

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.

Equal employment opportunity is the law of the land. All contractors doing business with the District shall agree not to discriminate against any employee or applicant for employment because of race, color, religion, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, age for individuals over forty years of age, marital or domestic partnership status, disability (mental or physical including AIDS and HIV), medical condition (including genetic characteristics or cancer), genetic information, sexual orientation, military and veteran status, family or medical leave status, pregnancy disability leave status, or any other status protected by federal, state and/or local laws. Contractors shall not establish or permit any such practice(s) of discrimination with reference to the contract.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and there shall be no discrimination against any person, or groups of persons, per Government Code Section 12940, Labor Code Section 1735, or any other applicable law or regulation in the performance of the contract.

Contractors shall include the nondiscrimination and compliance provisions of this clause 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 bid the appropriate forms.

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

[Contract Equity Program Guidelines and Forms](#)

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

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

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



EXHIBIT B

INDEMNITY AND INSURANCE REQUIREMENTS

RFP - BIOSOLIDS HANDLING SERVICES 2018

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 award.

The following are the minimum insurance limits, required by the District, to be held by the General Service Provider performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Pollution Legal Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Contractor's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
9. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Contractor's performance under this agreement.
10. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



EXHIBIT C

BOND FORMS

RFP - BIOSOLIDS HANDLING SERVICES 2018

Bond forms are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum requirements stated in the RFP. This documentation must be provided to the District prior to award.



DATE _____

FAITHFUL PERFORMANCE BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

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

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

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

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

**Corporate Secretary or financial officer.



DATE _____

PAYMENT BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

PAYMENT BOND

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

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

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

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

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

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

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

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

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

GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY OF TITLE
8. WARRANTY OF FITNESS
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES
12. PAYROLL RECORDS
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION/RESPONSIBILITY
22. ASSIGNMENTS
23. NEWS RELEASES
24. TRANSFER OF INTEREST
25. SEVERABILITY
26. COVENANT AGAINST GRATUITIES
27. RIGHTS AND REMEDIES OF THE DISTRICT
28. WAIVER OF RIGHTS
29. CONFIDENTIALITY

1. DEFINITIONS

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

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY OF TITLE

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

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

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all

hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

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

preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

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

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a

detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials,

plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure") , the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

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

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

25. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

26. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future

occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

29. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



EXHIBIT E

SPECIFIC REQUIREMENTS

RFP - BIOSOLIDS HANDLING SERVICES 2018

I. OVERVIEW

Under this contract, it is required that all labor, equipment, materials, and supervision be furnished to receive, haul, and beneficially use or dispose of biosolids from the East Bay Municipal Utility District (District) Main Wastewater Treatment Plant (MWWTP) at 2020 Wake Avenue, Oakland, California. The duration of the contract will be for one year beginning on January 1, 2018, with option by the District at the District's sole discretion to extend for two additional one-year periods.

The biosolids shall become the property of the Contractor at the time the material is deposited in the Contractor's receiving vehicle. The Contractor shall provide handling services on a guaranteed basis 24 hours per day, 365 days per year, regardless of weather conditions. There are no provisions for storage of biosolids for the Contractor at the MWWTP.

The handling methods, end use location, and allocations among uses shall be consistent with the proposed plan upon which the contract award was based. Acceptable end uses include land application, compost production, landfill alternative daily cover (ADC), or any other use or combination of uses that the Contractor can demonstrate to qualify as beneficial use or reliable disposal.

It is the policy of the District to promote the beneficial and cost-effective use of biosolids, in accordance with the District's environmental principles, while complying with all applicable federal, state, county, and local laws, rules, and regulations.

II. MATERIAL AND QUANTITY

The material covered under this contract is a non-hazardous (Title 22), anaerobically digested, dewatered sewage sludge, called biosolids. The biosolids are currently dewatered using centrifuges and will have a solids content of 20 to 25% (i.e., moisture content of 75 to 80%) and weigh approximately 60 to 65 pounds per cubic foot (1,700 lbs/cubic yard). The material meets 40 CFR 503,

Table 3, for metal limits (503.13); is Class B for pathogen reduction (Alternative 2) (503.32b); and meets Vector Attraction Reduction requirements with a volatile solids reduction of at least 38% [503.33b(1)].

Contractors should be aware that the biosolids may cause rust and may contain pathogenic microorganisms. Contractors should also be aware that biosolids contain small quantities of hydrogen sulfide and ammonia and also may produce methane gas if stored. The District cannot guarantee condition, quantity, or quality of the material. Notice is hereby given that the quantity, content, and nature of the material may change depending on influent received and treatment processes.

Contractor shall not mix biosolids with other materials prior to arrival at final use or disposal site unless approved in advance and in writing by the District.

The District generates approximately 75,000 wet tons of biosolids annually. The District guarantees a minimum of 160 wet tons per day, equating to 7 typical truckloads. The maximum request will be 330 wet tons, equating to 14 typical truckloads. Each day by 4:00pm, the District will inform the Contractor of the number of trucks requested for the following day (12:00am to 11:59pm). If the District requests fewer trucks than the minimum stated above, Contractor will be paid for the minimum regardless of amount hauled. If the District requests a number of trucks less than or equal to the maximum stated above and the Contractor fails to provide this number of trucks in the next day (12:00am to 11:59pm), Contractor will credit the District \$250 per no-show truck, and the District will not be held to guaranteed minimum quantities for that day. The District may elect to have the biosolids hauled by an outside source, in which case all costs incurred above the contract price, plus any applicable direct and administrative costs, shall be credited by the Contractor instead of the no-show credit.

The Contractor will be required to handle all biosolids that the District designates for that contract pursuant to this Agreement, even if the total quantity exceeds the estimate. Notice is hereby given that the District may receive food waste or other feedstock that could increase the biosolids production up to 20 percent during the course of the contract. The District will endeavor to provide advance notice of such changes to the Contractor. The Contractor shall have enough equipment and containers to accommodate the fluctuations in service.

The District reserves the right to divert up to 10 percent of the expected annual biosolids production for pilot projects and/or other uses.

III. DISPOSAL

Any disposal shall be at a District-approved disposal site. Exhibit F contains the list of District-approved disposal sites as of the issuance of this RFP. The District may add or remove facilities from the list of approved sites. Prior to disposal, the Contractor shall confirm that the site is currently approved by the District. The Contractor may submit a request that a landfill or disposal site be considered for approval.

IV. EQUIPMENT REQUIRED

The MWWTP has biosolids hoppers, capable of storing approximately 1 1/2-days of biosolids production. The District reserves the right to control and maintain all of this storage for plant operation and emergency purposes. About 12 feet of vertical clearance is provided beneath the biosolids hoppers for loading access.

As required by construction, pilot testing, or maintenance, the District may also require the Contractor to be responsible for hauling from temporary dewatering operations at other locations on the plant site, with the truck or vessel placed under a discharge pipe or conveyor.

Leak-proof trailers or containers with seals and wide anti-splash seals shall be required for hauling of biosolids. Each trailer or container shall be appropriate for biosolids containment and equipped with covers (canvas or suitable alternative material) that can be securely fastened to reduce odors and contain biosolids in case the trailer overturns.

All hauling trucks shall be equipped with a reverse direction alarm consisting of a warning horn or beep that will activate any time the truck is in reverse. Each vehicle shall be equipped with a scraper, shovel, broom, and other tools as necessary to allow the driver to clean the vehicle and respond to drips or small spills. Transport vehicles must also be equipped with splashguards.

The Contractor shall be solely responsible for the condition of its equipment. All equipment shall be kept clean and properly maintained. Only equipment in good working condition as judged by the District is acceptable. The District may reject pieces of equipment found to be in unsatisfactory condition or doing unsatisfactory work.

In the event of any rejection by the District, the Contractor must remove the unsatisfactory equipment and replace it with good and acceptable equipment.

The Contractor shall provide the District with a list of identification numbers, tare weights, and maximum legal load limit for all biosolids hauling containers, trucks, and/or trailers being utilized under this contract. Contractor shall conspicuously mark each tractor/trailer unit with the maximum legal weight of the unit when loaded and a corresponding "full load" indicator inside the trailer to guide loading.

The District assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, its agents, or employees. The entire responsibility for any and all injury to the public, to individuals, and to property resulting directly or indirectly from the performance of the work hereunder shall rest upon the Contractor.

V. PROCEDURES

A. COMMUNICATION

The Contractor shall furnish and update, as necessary, a list of telephone numbers and the names of responsible parties to be called on a 24-hour, 7 days per week basis in the event of an emergency or unusual operational conditions. The Contractor shall designate one or more contact persons for day-to-day coordination of handling activities with District operations staff. Additionally, the Contractor shall designate one or more contact persons for resolution of contractual or invoicing issues as needed.

B. SECURITY

At the District's discretion, the Contractor shall have a badge for each hauler. The badge will allow entrance to the District's MWWTP as well as electronic tracking of loads, weights, and times.

C. LOAD WEIGHING

The Contractor must use the District's on-site scale for weighing loads unless the District directs otherwise. If the scale is damaged due to Contractor's use, Contractor agrees to compensate District for repairs. Otherwise, the District is responsible for all scale repairs. The empty vehicle weight as well as loaded vehicle weight must be measured. The Contractor shall lighten overloaded trucks at the MWWTP where directed by District staff.

D. TARPING

The Contractor shall be responsible for handling the trailer covers for loading and unloading. Covers shall be securely fastened before leaving the loading and unloading sites.

E. ROUTES

The District reserves the right to approve the haul route to any destination. The Contractor shall submit proposed haul routes to the District's Biosolids Management Program Coordinator at least two weeks prior to implementation. Drivers may not stop en route except for normal traffic requirements, fueling, and driver breaks.

F. CLEANLINESS

The Contractor shall be responsible for controlling and abating any odor, spillage, insect, vermin, or any other nuisance arising from its operation. The District will provide water and a wash down area which is to be used by the Contractor to keep the loading site(s) at the MWWTP and trucks clean and free of spillage before leaving the MWWTP. Any spillage or discharge of material to District or public roads shall be cleaned up promptly by the Contractor. If the District is required to clean up any spillage or discharge, all costs incurred including direct and administrative costs shall be reimbursed by the Contractor or withheld from Contractor payments.

The Contractor shall provide water for all vehicles used in hauling biosolids to complete washdown before leaving the use/disposal site. The interior of vehicle trailers, as well as all exterior surfaces, including tires and mud flaps shall be completely hosed down to minimize tracking of biosolids off of the use/disposal site.

G. UNLOADING

The Contractor shall be responsible for coordination with appropriate authorities to conduct acceptable unloading operations to meet both District and unloading site requirements. The Contractor shall ensure that cargo bays are completely empty and the exterior of the truck clean prior to leaving the haul destination.

H. CONTINGENCY PLAN

The Contractor shall prepare a Biosolids Hauling Contingency Plan for responding to accidents or spills and submit this plan to the District's Biosolids Management Program Coordinator for approval within three weeks after receipt of contract award letter. The Contractor may not begin work until a contingency plan is accepted by the District. The plan shall be carried in each biosolids hauling truck and be readily available to the driver in the event of an accident or spill.

A typical plan shall contain the following information:

- Emergency Procedures
- Emergency Contacts
- Basic First Aid Principles
- Incident Report Forms
- Material Safety Data Sheet or equivalent for biosolids
- Transportation Section

The Emergency Procedures Section shall discuss incident protocol, determining the extent of the incident, non-spill incident procedures, and spill cleanup procedures.

The Material Safety Data Sheet or equivalent shall establish that the biosolids are not a hazardous or dangerous material.

The Transportation Section shall discuss on-board safety equipment, safety training, equipment maintenance, truck routes, and any other applicable subjects.

VI. SAFETY

All safety orders, rules, and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under this proposal shall be obeyed and enforced by the Contractor. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations. If Contractor performs a portion of the work in another state, that state's safety regulations shall also apply.

The Contractor shall provide operating and safety training for all personnel working under this contract. The Contractor shall train drivers on safety, emergency response, basic biosolids characteristics and regulations, haul routes, public perception issues and proper loading and unloading procedures. If land application is used, the Contractor shall train land application equipment operators on proper loading and application practices. The Contractor shall document training with sign-in sheets, syllabuses, handouts, etc., and provide such document to the District upon request. The Contractor's field staff shall be instructed on appropriate responses to inquiries from citizens or local government representatives and shall be furnished with contact information for the District's Biosolids Management Program Coordinator (name and phone number) to provide as appropriate.

As stated in Section V, all hauling trucks shall be equipped with a reverse direction alarm consisting of a warning horn or beep that will activate any time the truck is in reverse.

Supervisory personnel shall be trained in first aid and each vehicle shall be equipped with a first aid kit. The Contractor shall comply with all State and Federal Department of Transportation requirements during the duration of this contract. All safety rules will be observed including those imposed at specific sites. Project personnel should be familiar with procedures to follow if vehicles are involved in an accident.

VII. CONTRACTOR PERSONNEL

The Contractor must furnish only experienced and skilled operators and other personnel as required. All workers employed by the Contractor and Subcontractors shall be competent and skilled in the performance of the work to which they are assigned. Failure or delay in the performance of this contract due to any inability by the Contractor, for any reason, to obtain employees of the number and skill required may be deemed by the District to constitute a default of this contract.

Contractor shall notify the District in writing two weeks prior to any changes in Subcontractors. If a Subcontractor and/or supplier is replaced, the Contractor shall be required to make good faith efforts as set forth in the Contract Equity Program Guidelines. Bidders should refer to Form P-046, Designation of Subcontractors, in the Contract Equity Program Guidelines package.

The Contractor shall assign a qualified person to be in charge of coordinating with District staff. The person in charge of operations shall be available at all times to make decisions regarding work under this contract.

VIII. GOOD PRACTICE AND INSPECTIONS

The Contractor shall support and work within the guidelines set forth in the District's Policy 8.02 - Biosolids Management, included in this exhibit. The Contractor shall participate in the District's management program for biosolids and shall support and work within the guidelines set forth therein.

The Contractor shall keep a record of inquiries, complaints, and all other public communications and forward a copy of such record to the District weekly if any such activities occur. Record shall include name and contact information for complainant, date, substance of complaint, response taken and date of response.

The District operates an inspection and monitoring program to ensure contract and permit compliance. Inspection of drivers and Contractor sites shall be allowed without prior notification. The Contractor shall provide and update as required a current list of sites and contacts to the District for inspection purposes. The Contractor shall cooperate with inspections and remedy any deficiencies found. The Contractor shall provide District access to the Contractor use records, reports, data and other information necessary to satisfy regulatory and program requirements.

IX. CONTRACTOR LAND APPLICATION RESPONSIBILITIES

If the biosolids are used for land application, the Contractor shall uphold a standard of care in accordance with the California Water Environment Association (CWEA) Manual of Good Practice for Land Application of Biosolids. The Contractor shall provide to the District baseline soil fertility and chemistry data, agronomic rate calculations, and a description of proposed field operations for each site two weeks prior to the start of land application for review and approval. The Contractor shall sample and test soil fertility on a regular basis, at least quarterly, and provide a copy of results to the District's Biosolids Management Program Coordinator. The Contractor shall also be responsible for redirecting biosolids in the event the land applier is not in compliance.

Land application equipment shall be designed and maintained to ensure that biosolids are applied evenly across the field at the proper application rate. Application equipment shall be calibrated regularly.

Before operations on a land application site begin, the Contractor shall provide truck drivers and application equipment operators the following information:

- Haul route as shown on a map with written directions to the site.
- A map showing the fields and identification numbers where applications will take place.
- Location of the flagged areas, buffer zones, and any fields restricted from biosolids application.
- Locations of loading/stockpiling areas.
- Application rate to be used on each field and the total field capacity.
- Method of application and any time limits for soil incorporation.
- Weather/field conditions that require operations to be shut down or delayed.
- Any special requirements imposed by regulatory agencies, instructions from the farmer, and any good neighbor practices regarding odors, operating hours, or other aesthetic considerations.

Each day, after completing application to a field, the Contractor shall:

- Pick up trash.
- Back-drag and/or till off-loading areas.
- Till compacted areas (truck routes, staging areas).
- Secure fence openings/gates.
- Repair any damaged property as agreed upon with the farmer (e.g., fences, gates, mailboxes, cattle guards, culverts, farm roads, rutted areas).
- Clean up any materials tracked onto roadways during field operations and during equipment moves with absorbents, brooms and shovels or broom tractors.
- Chain drag/harrow pasture and hay fields where necessary.

Once application of biosolids is completed at a field, the Contractor is responsible for gathering and summarizing the application information and providing a copy of the information to the District's Biosolids Management Program Coordinator. Biosolids application information to be recorded shall include at a minimum:

- Number of loads hauled.
- Number of gallons or wet tons per load.
- Average percent solids.
- Number of acres in the application area.
- Field and weather conditions.
- Dates of application.
- Date when planting and/or grazing may commence.

The Contractor shall comply with all local or state regulations regarding frequency and method of reporting. When biosolids applications are completed on a field, the Contractor shall provide the District's Biosolids Management Program Coordinator and the farmer a report that shows the total amount of biosolids, nutrients, and trace metals applied to each field.

The Contractor shall verify that all farmers in the program understand and are willing to adhere to required site restrictions and shall provide to the District's Biosolids Management Program Coordinator a written statement signed by the farmer certifying this fact. The District reserves the right to prohibit the delivery of biosolids by the Contractor to farmers who do not comply with required site restrictions.

X. REGULATIONS, PERMITS, AGREEMENTS

The Contractor shall be aware of existing, revised, proposed, and new Federal, State and local rules and regulations covering its activities in connection with this work and comply with those rules and regulations. The Contractor shall be responsible to notify the District of changes or practices necessitated by any revision in rules and regulations. The District will not be responsible for notifying the Contractor of any changes in rules and regulations regarding the handling and delivery of biosolids that affect its operations.

If there are changes in regulations such that landfill ADC is no longer considered a beneficial use, or that prohibits the use of biosolids as landfill ADC, the contract may be renegotiated.

The Contractor shall be required to provide the District's Biosolids Management Program Coordinator with copies of all associated approved Federal, State, and local regulatory permits, including subsequent renewals for all activities identified in this proposal. Permits shall be current and shall accommodate the handling of all biosolids quantities specified herein, throughout the entire term of the contract. Any actual or anticipated changes in permit requirements, or litigation that may affect the Contractor's operations shall be reported to the District within three days of the date that the Contractor knew, or reasonably should have known. All costs associated with obtaining the required permits shall be borne by the Contractor and shall be considered included in the proposed compensation for services.

It is the responsibility of the Contractor to insure that their Subcontractor(s), and all workers that the Contractor or Subcontractor(s) employ, shall have proper and valid licenses and/or certifications as required by local, State, and Federal law to perform work as described in this contract. The Contractor shall, at the request of the District, supply proof of these licenses and/or certifications.

The Contractor shall maintain and provide copies to the District's Biosolids Management Program Coordinator of auditable records, documents, and papers documenting the complete disposition of biosolids handled by the Contractor for inspection by authorized local, State and Federal representatives as required by law.

The Contractor shall be responsible, at its expense, for meeting, monitoring and reporting requirements imposed by all regulatory agencies having jurisdiction over the Contractor operations. The Contractor shall be responsible to provide improvements, and shall pay all operating expenses required per the requirements of the responsible regulatory agencies.

The Contractor shall bear the total cost of obtaining and maintaining all required permits and approvals.

XI. TERM OF CONTRACT AND PRICING

A. TERM

At the District's sole discretion, the term of the contract shall be for one year beginning January 1, 2018, with an option by the District to extend the contract for two additional one-year periods.

B. CONTRACT COST ADJUSTMENT

Requests to review prices for adjustment due to diesel fuel price fluctuations will be considered quarterly. Price adjustment requests will be considered only as they relate to diesel fuel costs. Changes to other cost elements such as material, overhead, and general sales and administration costs will not be considered as cause to adjust prices, with the exception of regulatory changes, as addressed in Section XI.

The index to determine the amount of price adjustment the District will allow will come from information gathered from the Energy Information Administration. Their web site is <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The information will be taken from the California data. The allowable percent change will be calculated by dividing the index from the end of the previous quarter to the end of the current quarter. The effective date of all related adjustments will be the first date of the next quarter, for example January 1, April 1, July 1, and October 1.

To calculate the amount of price adjustment, the cost of fuel will be assumed to be 4% of total price. An EXAMPLE of how this calculation will work is as follows, for the price adjustment for the second quarter of 2018:

The current biosolids handling price is \$25.00/wet ton (example number). The California diesel fuel index for the end of the fourth quarter 2016, given on Monday, December 19, 2016, is 2.81 (example number). The index for the end of the first quarter 2018, given on March 20, 2018, is 2.95 (example number). The percent of change in the index, therefore, is 4.98% $[(2.95/2.81) - 1 = 4.98\%]$.

The fuel cost per wet ton is determined to be \$1.00 $(4\% \times \$25 = \$1.00)$. Given a 4.98% increase in the index, the allowable

adjustment is \$0.05/wet ton ($4.98\% \times \$1.00 = \0.05). The new price effective April 1, 2018, therefore, will be \$25.05/wet ton ($\$25.00 + \$0.05 = \25.05)

C. INVOICING

Payment will be made on a per wet ton basis as measured by scale weight of the Contractor's truck, trailer, or container less tare taken as weighed on the District's certified scale. Payment will be based on the actual use as documented at the agreed upon contract price per ton, except where minimum quantities have not been requested, as discussed in Section II. In this case, Contractor shall include a line item for "minimum loading" in an amount such that 160 tons are billed that day. If the Contractor fails to provide requested loads, invoice shall reflect a "no-show" credit of \$200 for each truck requested but not received. Contractors are expected to meet the allocations of the proposed uses as described in the proposal.

The Contractor shall furnish invoices to the District's Accounts Payable Department at least monthly. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized services description including beneficial use(s) and location(s) for all tons handled during that period. Invoices shall also include a copy of each load delivery tag along with the tons hauled.

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

One-hundred percent (100%) of the contract price per ton times the certified weight of each load, less any applicable payment terms, discounts, or costs incurred by the District subject to reimbursement as described previously, will be paid to the Contractor within 30 days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services. The District shall notify the Contractor of any invoice adjustments required.



Policy 8.02

EFFECTIVE 25 OCT 16

SUPERSEDES 12 AUG 14

BIOSOLIDS MANAGEMENT

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

Promote the beneficial, sustainable, and cost-effective use of biosolids, in accordance with the District's mission statement, and federal, state, county, and local laws, rules, and regulations. Administer the District's biosolids management program utilizing a best practices and continuous improvement approach.

Definition	Biosolids are nutrient-rich organic materials that are stabilized through anaerobic digestion at the District's Main Wastewater Treatment Plant.
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Objectives	<p>To support this policy, the District will:</p> <ul style="list-style-type: none">• Produce biosolids that comply with all applicable federal, state, and local requirements and quality standards regarding biosolids production, management, testing, storage, transportation, and end use or disposal.• Enhance the environment by committing to sustainable, environmentally-acceptable biosolids management practices and operations. Maximize biosolids resource recovery (carbon, nutrients, water, and energy) and minimize negative impacts to land and air, including potential for off-site odors.• Maintain cost-effective biosolids management practices and end uses, while monitoring emerging technologies and uses for potential future application.
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Method	<p>To meet these objectives, the District will:</p> <ul style="list-style-type: none">• Continue to implement an environmental management system (EMS) that ensures regulatory compliance and provide a framework to identify and implement program improvements.• Monitor solids processing operations (production, processing, transport, storage, and end use), implement preventive maintenance plans, and develop corrective and preventative action plans to improve management practices, as needed.• Identify and implement operation and maintenance procedures, including good housekeeping, to reduce the potential for off-site odor impacts.• Maintain contingency and emergency response plans to address unanticipated events such as inclement weather, spills, and equipment malfunctions.• Develop technology evaluations for a range of biosolids management options and promote development of innovative beneficial uses to support long-term planning efforts.• Communicate key elements of the District's biosolids management program, including EMS program performance, with regulators, stakeholders, and other interested parties.
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Authority

Adopted by Resolution 33365-03, July 8, 2003
Amended by Resolution 33523-06, March 28, 2006
Amended by Resolution 33550-06, July 25, 2006
Amended by Resolution No. 33763-10, April 27, 2010
Amended by Resolution No. 33883-12, June 26, 2012
Amended by Resolution No. 33993-14, August 12, 2014
Amended by Resolution No. 35008-16, October 25, 2016

Reference

Policy 7.05 – Sustainability
Policy 7.07 – Energy

EXHIBIT F - List of District-Approved Treatment and/or Disposal Sites for Various Waste Types as of December 2016

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

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

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
Clean Harbors Environmental Services (formerly Solvent Service, Inc., SSI)	1021 Berryessa Road, San Jose, CA 95133	RCRA and Non-RCRA hazardous waste	Solvents, fuels, oils certain paints, corrosive liquids and solids organic and inorganic wastewaters, bulk and drummed solids, lab packs and RCRA solids (D004-D011, F006, D018-D043). T&S main facility handles container & bulk liquids for transfer - consolidation. Additional rail spur transfer facility is permitted.
Clean Harbors Wilmington LLC (aka Teris LLC - ENSCO West)	Wilmington, CA	RCRA and Non-RCRA hazardous waste	Oil recycling, storage and transfer facility for containerized liquid and solid hazardous waste; wastewaters treated at Clean Harbor's San Jose and/or other CH disposal facilities; incinerable wastes shipped to their Aragonite, UT, Kimball, NE, or El Dorado, AR; landfills sent to their Buttonwillow, CA
Crosby & Overton	Long Beach, CA Oakland, CA transfer station	RCRA Part B and Non-RCRA hazardous waste	Bulk liquids for on-site treatment: non-hazardous hydrocarbon-contaminated water, non-RCRA oily water and RCRA-D001 and/or D-18 (oil waters with gasoline). Drummed liquids & solids (roll-offs & triwalls): non-hazardous, non RCRA & RCRA, lab packs and household hazardous waste.
Depressurized Tech. (DTI)	Morgan Hill, CA	Class I, aerosol cans only (RCRA, non-RCRA, and non-haz)	Aerosol cans recovery & recycling (hazardous/non-hazardous; empty/full/partially full)
D/K Dixon	Dixon, CA	Non-RCRA	Used oil, oily water, used antifreeze
ECDC Environmental, L.C.	East Carbon, UT	Class V, non-RCRA hazardous waste	non-RCRA hazardous waste contaminated soils, non-regulated PCB wastes, municipal solid waste, commercial and industrial solid waste, construction/demolition waste; special waste allowed by Utah (e.g. California hazardous waste)
Evoqua Water Technologies (formerly Norris Environmental, U.S. Filter Recovery, Siemens Water Technologies)	Vernon, CA	Class I, RCRA hazardous waste treatment	RCRA solid and liquid waste treatment: acids, caustics, cyanide, chromate, trace organic compounds, hydrocarbons/oils
Forward Landfill, Inc.	Manteca, CA	Class II and III; non-hazardous waste	Non-hazardous waste, PCBs, and oily waste, friable and non-friable asbestos; trench spoils, drilling muds, sewage sludge, construction debris, oily soils
Jess Ranch	15850 Jess Ranch Rd., Tracy, CA95377	Clean fill and biosolids	Clean fill but only after testing including processed organic materials (food waste, green waste, wood waste). Other feedstock may include: organics, contaminated paper, natural fiber products and other inert materials (gypsum, clean C&D, untreated wood waste), biosolids organics composting facility
Keller Canyon Landfill Company (Republic Services)	901 Baily Rd. Pittsburg, CA	California Class II and III landfill that meets Federal Subtitle D requirements	Municipal solid waste, selected contaminated soils, shredder waste, commercial and industrial waste, filter cake/dewatered sludge, agricultural waste, construction/demolition debris, sewage sludge, spent catalyst fines, cannery waste, clean soils, off-spec products
Kleen Industrial Services/ Kleen Blast	Hayward, CA	New and recycled paint blast	New copper slag for paint blasting. Used slag can be returned to Kleen Blast and recycled if passes the TCLP test and is not RCRA hazardous waste. Used blast must be evaluated by the District's Regulatory Compliance Office BEFORE it is given to this vendor.

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
La Vista Quarry	28814 Mission Blvd., Hayward, CA	Class III, Construction Debris	Asphalt & concrete (<3' long), concrete with rebar (<3" from concrete), clean rock and gravel, asphalt roof tiles, broken toilets for recycling and with hardware removed.
Lighting Resources, LLC	1522 East Victory St, #4, Phoenix, AZ	Universal waste recycling	Commercial recycling facility for waste fluorescent lamps, ballasts, batteries, electronic waste and mercury devices.
Newby Island Sanitary Landfill	Milpitas, CA	Class III, non-hazardous waste	Municipal solid wastes, industrial waste, construction/demolition waste, contaminated soils, clean soils, water treatment sludge, and wastewater sludge, grit, and screenings. No liquids, asbestos, or untreated infectious materials.
Phibro-Tech, Inc.	Santa Fe Springs, CA	RCRA hazardous waste treatment and recycler/recovery	Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery
Philip Services Corp, dba 21st Century EMI	Fernely, NV	RCRA TSDF recycler	Alkaline batteries for shredding and recycling, inorganic liquid wastes (acids and bases), lab packs containing total organic carbon at or less than 10% per drum. Also a transfer facility to organic wastes.
Potrero Hills Landfill	Suisun City, CA	Class III, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, composts green waste, electronic and 'white goods' recycling. We send our waste polymer sump rinsate to this facility.
Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Company	Roosevelt, WA	Class III, non-hazardous waste	Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.
Recology - Hay Road Landfill	Vacaville, CA do not use site in Gilroy, CA 95020	Class II, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, sewage sludge and resell treated biosolids; recycling program of green, food, and wood wastes for composting, reuse of concrete and asphalt, and transfer station for e-waste, tires, and metals. Also accepts NON-hazardous waste contaminated soils, friable and non-friable asbestos, and other designated special wastes.
Redwood Landfill	Novato, CA	Class III, non-hazardous waste	Municipal solid waste, construction debris, petroleum-contaminated soil, grit and grease, dredge and fill material, non-friable asbestos, incinerator ash, treated wood, storm drain cleanings, holding tank pumpings, agricultural wastes, triple-rinsed pesticide containers, sewage sludge. No liquids accepted.
Rho-Chem, LLC. (subsidiary of Philip Services Corp)	Inglewood, LA County, CA	RCRA storage and treatment	Class I - RCRA and Non-RCRA - spent solid and liquid recycler
RMC Pacific	Pleasanton, CA	Clean fill and concrete recycling	A good source of clean fill to purchase. If bringing unneeded construction material such as concrete debris, construction debris and/or asphalt debris, do NOT deposit this material at the Granite and Central Concrete sites located within the RMC site. Deposit this material onto the RMC site only
Rock Creek Landfill (Calaveras Co. owned)	Milton, CA	Class II, non-hazardous waste	Municipal garbage, construction /demolition debris, petroleum-contaminated soil <1000 ppm, sludge, ash, tires, green waste, treated wood; accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
Safety Kleen	Denton, TX	Class I, RCRA and Non-RCRA hazardous waste	Hazardous waste recycling, metals recovery, and bulk storage liquid and solid hazardous waste.
Safety-Kleen, Sacramento	Sacramento, CA	RCRA and Non-RCRA hazardous waste	Paint, dry cleaning solvents, antifreeze, mineral spirits, immersion cleaning solvents, oil filters, photochemical solutions steel wool cartridges and silverflake for recycling and transferring to other treatment facilities.
Salesco Systems USA	Phoenix, AZ	RCRA and non-RCRA solid and liquid mercury and PCB waste from electrical components	Mercury wastes including liquid mercury, mercury compounds and solutions, and mercury contaminated soil; all types of lamps (sodium and mercury vapor, fluorescent, neon); activated carbon contaminated with mercury; PPE contaminated with mercury; PCB wastes from ballasts, transformers and other electrical equipment
Simco Rd. Regional Landfill, owned/operated by Idaho Waste Systems, Inc.	Boise, ID	Class III, RCRA Subtitle D, Non-haz municipal fill, solid waste	Municipal solid waste, sewage sledge, C&D waste, contaminated soil, asbestos, non-haz special wastes, liquids
US Ecology, Inc.	Beatty, NV	Class I, RCRA and Non-RCRA hazardous waste	RCRA (D, F, D, P and U authorized waste codes), solid chemical wastes, drummed and bulk solid wastes, PCB-contaminated materials at TSCA levels (liquid and solids), filter concentrate and cake and corrosive liquids
Vasco Road Landfill, LLC (Republic Services)	Livermore, CA	Class II and III non-hazardous waste	Municipal solid wastes, construction & demolition debris INCLUDING dry wall and non-friable asbestos containing materials, clean (naturally uncontaminated) soil, sewage & wastewater treatment sludge & grit, industrial sludges & filters from cleaning processes (foundry slag and sand), petroleum & lead contaminated soils and drilling muds (Class II and III), green waste for recycling (bio-solids, scrap metal, asphalt/concrete crushing).
Veolia Environmental Services (ES) Technical Solutions (Formerly AETS)	Richmond, CA	Oil recycling, containerized RCRA and non-RCRA hazardous waste for transfer	RCRA and non-RCRA haz wastes, household haz waste for transfer to secondary facility for treatment and/or packaging - disposal. Accepts: wastewater, contaminated soils, inorganics, organics, paint sludges, pesticides, reactives, halogenated and nonhalogenated solvents, heavy metals, acids, caustics, and oils. NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use
Vulcan Materials Co.	Pleasanton, CA	Class III, Land reclamation & aggregates recycling	Low moisture content, non-water soluble, non-decomposable, non-hazardous inert wastes. Construction & demolition wastes and excavated earth. Clean fill (no contaminants or organic material). Recycled asphalt, cinder blocks, bricks, concrete, clean rock/gravel. No liquids.

Do not use Lakeland Processing Company, Santa Fe Springs, CA

American Recovery filed for Bankruptcy in 2006 they have since closed and have been removed from the list.

\\w-fp-ab-2.win.ebmud\data\workgroups\omd\rco\ECS\Haz Waste\Disposal Facility Audits>List of Acceptable TSDF Facilities to Append to Specs.xls