ZONE 7 WATER AGENCY

REQUEST FOR PROPOSALS (RFP)

FOR

HOMELESS ENCAMPMENT AND
ILLEGAL DUMPING ABATEMENT

ISSUED ON: January 14, 2020

MAINTENANCE DIVISION, FLOOD CONTROL SECTION

<table>
<thead>
<tr>
<th>Project Contact:</th>
<th>Jessica Traynor – Assistant Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone: (925) 454-5021</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:jtraynor@zone7water.com">jtraynor@zone7water.com</a>*</td>
</tr>
</tbody>
</table>

*Any questions about the RFP should be directed to the Project Contact via email.

The deadline for submission of questions/comments on the RFP is January 22, 2020, no later than 2:00 PM (PST)

RFP Addenda/Clarifications to be posted as necessary on January 23, 2020 at: https://www.zone7water.com/business/construction-business-opportunities

Bid Due Date: Thursday, January 30, 2020
Time: No later than 2:00 PM PST
Delivery Address: Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Bids received and time-stamped by Zone 7 after 2:00 PM PST on January 30, 2020 will not be accepted and will be returned to the Bidders unopened.
Mission Statement: Zone 7 Water Agency is committed to providing a reliable supply of high quality water and an effective flood control system to the Livermore-Amador Valley. In fulfilling our present and future commitments to the community, we will develop and manage the water resources in a fiscally responsible, innovative, proactive, and environmentally sensitive way.

Vision Statement:
To be recognized as the platinum standard water and flood control district in which to live, work and do business by enhancing the quality of life, economic vitality and environmental health of the communities we serve.

Values:
1. OPEN AND TRANSPARENT - The Board’s meetings and communications shall be open and public, except when the Brown Act authorizes otherwise.
2. CUSTOMER SERVICE - Our commitment to the community requires prompt, respectful and courteous relations with our customers, both internal and external, as well as pursuing community partnerships and collaboration with other area public agencies when beneficial to the public.
3. INTEGRITY - We practice the highest ethical standards and maintain open, honest communications at all levels of the organization at all times.
4. FISCALLY RESPONSIBLE - We will operate in a productive, cost effective, transparent and efficient manner to ensure sound financial stability.
5. ENVIRONMENTALLY SENSITIVE - In carrying out our mission, we are dedicated to preserving and enhancing the environment while complying with regulations.
6. INNOVATIVE/PROACTIVE - We encourage innovation, creativity and ingenuity; seeking constant improvement; and keeping up with the latest economical technologies and management practices.
7. SAFETY - We are committed to public and employee safety to maintain a healthy work environment. We work safely and provide safe products and services.
8. EMPLOYEE DEVELOPMENT - We foster a respect for diversity, equality, a spirit of performance-based accountability and productivity along with personal and professional growth for all team members so as to achieve excellence through the collective energy that comes from a work environment where each employee can flourish and succeed to their highest potential.
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I. GENERAL INFORMATION

A. Introduction

Zone 7 Water Agency, formally Zone 7 of the Alameda County Flood Control and Water Conservation District ("Zone 7" or "District") is a dependent special district of Alameda County with an independently-elected Board of Directors. Zone 7 provides regional flood protection services within the Alameda Creek Watershed of Eastern Alameda County, including the Cities of Dublin, Livermore, Pleasanton, and Sunol; wholesale treated water to residents and business in Dublin, Livermore, Pleasanton and the Dougherty Valley portion of San Ramon; untreated agricultural and irrigation water primarily to local vineyards; and groundwater management services throughout Eastern Alameda County. Zone 7’s revenues come from property taxes, Development Impact Fees, water sales, water connection fees, and miscellaneous other small investments.

B. Background

Zone 7 owns and maintains approximately 37 miles of flood control channels in Eastern Alameda County. All channels maintained by Zone 7 are in close proximity to the urban areas of Dublin, Pleasanton, and Livermore. Homeless encampments within the flood control channels and adjacent areas create a number of health and environmental concerns. Health concerns associated with homeless encampments include spread of communicable disease due to unsanitary conditions, discarded biohazardous waste and drug paraphernalia and violence. Homeless encampments have adverse impacts to the natural environment due to trash and debris accumulation, hazardous materials, bio-waste, erosion, soil excavation, vegetation removal, and increased fire risks. These impacts potentially degrade water quality and the health of the watershed.

II. STATEMENT OF WORK AND SCOPE OF SERVICES

C. Objectives

Zone 7 is soliciting proposals to engage a qualified contractor to provide homeless encampment cleanup and illegal dumping services to maintain functioning, safe, and clean flood control systems.

It is the intent of these specifications, terms, and conditions to describe and specify the homeless encampment and illegal dumping cleanup services requested by Zone 7 and the criteria by which Zone 7 will select one or more experienced and qualified bio-hazardous and hazardous waste removal specialists ("Bidder" or "Contractor"). This Request for Proposals (RFP) describes the work, the anticipated scope of services, and the information that must be included in the proposal submitted by the Bidder.
D. Summary of Scope

Zone 7 Water Agency is searching for a reliable contractor to assist in homeless encampment clean-up services. As-needed/on-call homeless camp clean-up services include the removal and disposal of all materials stored and/or illegally dumped at abandoned camps or within Zone 7 right of way. Homeless camps within the district are typically established within riparian corridors and engineered channels, along trails or pathways, or along adjacent open space.

As directed by the District, the Contractor will provide homeless encampment site cleanup and illegal dumping abatement by removing and disposing of large items, biohazardous and other illegally dumped or encampment waste material.

The Scope of Work is detailed in Exhibit A. The potential locations of Work within District Facilities are detailed in Exhibit G.

E. Schedule of Required Work

Upon award of contract(s), work shall be performed on an on call, as needed basis but would be scheduled with advanced notice. Work is expected to be conducted Monday-Friday, 8am-5pm excluding holidays. Zone 7 will issue all work orders with a minimum of 72 hour notice.

F. Bidder Qualifications

1. Bidder shall have been regularly and continuously engaged in the business of providing hazardous and biohazardous waste removal and disposal for a minimum of three (3) years within the last decade.

2. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP

III. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE/LOCATION</th>
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<tbody>
<tr>
<td>Request Issued</td>
<td>January 14, 2020</td>
</tr>
<tr>
<td>Optional Bidder Conference</td>
<td>January 21, 2020 at 2:00 pm</td>
</tr>
<tr>
<td>Zone 7 Office: 100 North Canyons Parkway, Livermore CA 94551</td>
<td></td>
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<tr>
<td>Written Questions Due</td>
<td>January 22, 2020 by 2:00 pm</td>
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<tr>
<td>Addendum #1 Issued, if needed</td>
<td>January 23, 2020</td>
</tr>
<tr>
<td>Bidder Response Due</td>
<td>January 30, 2020 by 2:00 PM</td>
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<td>Evaluation Period</td>
<td>January 30 – February 7, 2020</td>
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**Board Consideration Award Date**

<table>
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<tr>
<th>Date</th>
<th>February 19, 2020</th>
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<tr>
<td>Contract Start Date</td>
<td>March 1, 2020</td>
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Award and start dates are approximate. All times are Pacific Standard Time (PST).

An Optional Bidder Conference will be held on **January 21, 2020 at 2:00 p.m.**

This conference will be held to:
- Provide an opportunity for contractors to ask specific questions about the project and request RFP clarification.
- Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions will be addressed and the list of attendees will be included in an RFP Addendum following the Bidder Conference.

**IV. TERMS AND CONDITIONS**

**G. Evaluation Criteria / Selection Committee**

All contact during the evaluation phase shall be through the Zone 7 Contact only.

Bidders are advised that in the evaluation of cost it will be assumed that the prices quoted are correct in the case of a discrepancy between the price and an extension. As a result of this RFP, Zone 7 intends to award one contract to the lowest cost responsible Bidder(s) whose response conforms to the RFP and meets all evaluation criteria considered.

**H. Contract Evaluation and Assessment**

During the initial sixty (60) day period of any contract that may be awarded to a Contractor, persons designated by Zone 7 will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.

Zone 7 reserves the right to determine, at its sole discretion, whether:

1. Contractor has responded to work orders within 72 hours.
2. Contractor has been on time to start work.
3. Contractor has behaved professionally in any interactions with Zone 7 staff, law enforcement, the public, and others.
4. Contractor has completed clean-up work to Zone 7 staff standards.
5. All safety procedures have been followed and proper PPE has been used.
6. Contractor supervision of crews has been satisfactory.
7. Waste and hazardous waste has been disposed of properly.
If, as a result of such determination, Zone 7 concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment and shall return Zone 7 facilities to their pre-installation or original state at no charge to Zone 7. Zone 7 will have the right to invite the next highest ranked Bidder to enter into a contract. Zone 7 also reserves the right to re-bid this RFP if it is determined to be in its best interest to do so.

I. Notice of Recommendation to Award

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail or US Postal Service mail, of the contract award recommendation, if any. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

   a. The name of the Bidder(s) being recommended for contract award; and
   b. The names of all other parties that submitted proposals.

2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of their unsuccessful bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder(s).

3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Zone 7 Board of Directors.

J. Procurement Protest / Appeals Process

Zone 7 prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the procurement process or appeal the recommendation to award a contract for this project once the Notices of Recommendation to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Recommendation to Award/Non-Award will not be accepted by Zone 7.

1. Any protest by any Bidder to any part of the procurement process, must be submitted in writing to:

    Jessica Traynor, District Representative
before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Recommendation to Award, not the date received by the Bidder. A protest received after 5:00 p.m. is considered received as of the next business day.

a. The protest must contain a complete statement of the reasons and facts for the protest.

b. The protest must refer to the specific portions of all documents that form the basis for the protest.

c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.

d. Zone 7 will transmit a copy of the protest to all Bidders as soon as possible upon receipt of the protest.

2. Upon receipt of the written protest, the District Representative or designee will review and evaluate the protest and issue a written decision. The District Representative, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to a Zone 7 Board of Directors meeting date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Directors in the Notice of Recommendation to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the procurement.

3. The decision of the District Representative on the protest may be appealed to the Assistant General Manager, Finance located at 100 N. Canyons Pkwy., Livermore, CA 94551, unless it is determined that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by Zone 7 will be performed by the alternate. The Bidder whose proposal is the subject of the protest, all Bidders affected by the District Representative’s decision on the protest, and the protestor have the right to appeal if not satisfied with the District Representative’s decision. All appeals to the Assistant General Manager, Finance shall be in writing and submitted within five (5) business days
following the issuance of the decision by the District Representative, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the District Representative shall not be considered under any circumstances by Zone 7.

a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

b. In reviewing protest appeals, Zone 7 will not re-judge the Bidder submission. The appeal to Zone 7 shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.

c. The appeal to the Assistant General Manager, Finance also shall be limited to the grounds raised in the original protest and the decision by the District Representative. As such, a Bidder is prohibited from stating new grounds for the protest in its appeal. The Assistant General Manager, Finance shall only review the materials and conclusions reached by the District Representative or department designee and will determine whether to uphold or overturn the protest decision.

d. The Assistant General Manager, Finance may overturn the results of a RFP process for ethical violations by Zone 7 staff, Zone 7 District Selection Committee, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating Agency staff are doing so as staff of Zone 7.

e. The decision of the Assistant General Manager, Finance is the final step of the appeal process. A copy of the decision of the Assistant General Manager, Finance will be furnished to the protestor, the Bidder whose response is the subject of the protest, and all Bidders affected by the decision.

f. Zone 7 will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Zone 7 Board of Directors.

The procedures and time limits set forth in this paragraph are mandatory and are each Bidder’s sole and exclusive remedy in the event of protest. A Bidder’s failure to timely complete both the protest and the appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or
failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

K. Term / Termination / Renewal

1. The duration of the Contract shall be from **March 1, 2020 to June 30, 2022**. During this period, the Contractor shall be available to perform Work on an on-call basis as directed by the District Representative. The contract may be extended for two (2) additional one-year periods at the District’s sole discretion (i.e. July 1, 2022 to June 30, 2024).

2. Zone 7 has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that Zone 7 should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Zone 7 may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, Zone 7 reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, Zone 7 reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the services if it is determined to be in its best interest to do so.

L. Labor Provisions

1. Prevailing Wage Requirements: Proposer is advised that the work to be performed under this Agreement is subject to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at https://www.dir.ca.gov/oprl/. The Contractor and all subcontractor(s) under him or her, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. It shall be the Proposer’s sole responsibility to evaluate and include the cost of complying
with all labor compliance requirements under this RFP and applicable law in its proposal.

2. **DIR Registration**: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

3. **Payroll Records**: Proposer must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the Labor Commissioner. The District reserves the right to periodically review Contractor’s payroll to verify payment of prevailing wage.

### M. Contract Costs

Submitted proposals should include all Contractor costs including labor, fleet, fuel, etc. Costs not included in the proposal will be at the contractor’s expense.

1. Single mobilization for each cleanup, with only one payment per cleanup regardless of how many days a single cleanup may require, to include all pre-site work setup times, site travel times, planning, and other tasks in preparation for the cleanup.

2. Includes prevailing wage labor and equipment necessary to perform all site cleanup operations.

3. Includes prevailing wage labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.

4. Containment, transportation, and disposal of biohazard material per containment unit.

5. Containment, transportation, and disposal of non-biohazard material off site based on weight.
6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

N. Award

1. Proposals will be evaluated for the lowest total cost and responsible bidder.

2. Zone 7 reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of Zone 7.

3. Zone 7 reserves the right to award to a single or multiple Bidders.

4. Zone 7 has the right to decline to award this contract or any part thereof for any reason.

5. Any bids that contain false or misleading information may be disqualified by Zone 7.

6. Contract requires Zone 7 Board of Directors approval.

7. A contract may be negotiated, finalized, and signed by the recommended awardee prior to Board approval, but it is not required. A contract will need to have been finalized and signed before any work can begin.

8. The RFP specifications, terms, conditions and exhibits, RFP Addenda and Bidder’s response may be incorporated into and made part of any contract that may be awarded as a result of this procurement.

O. Invoicing

1. Invoices shall be submitted within 30 days of work completion. The following information must be on the invoice:
   a. PO number (i.e. Zone 7- ####) and Contract number (i.e. A##-##-XXX)
   b. Date the service was performed
   c. Invoice number
   d. Name of District staff member authorizing work
   e. Location of clean-up/site description
   f. Description of work services completed
   g. Itemized charges of services that include crew, number of crew members, hours worked, pay rate and total costs.
   h. Weight ticket for material taken to transfer station
   i. Identification of equipment charges or applicable disposal costs.
2. Zone 7 will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.

3. Zone 7 shall notify Contractor of any adjustments required to invoice.

4. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

5. Zone 7 will pay Contractor per clean up event, not to exceed the total cost of the contract.

V. INSTRUCTIONS TO BIDDERS

P. Zone 7 Contacts

Zone 7 Water Agency is managing the competitive process for this RFP. All contact during the competitive process is to be through Zone 7 only.

The District Representative for this RFP is Jessica Traynor (Assistant Engineer), who can be reached by email at jtraynor@zone7water.com. At a date to be determined following award of the contract under this RFP, the contract will be administered by the Zone 7 Production Manager, Colter Andersen, who can be reached by email at candersen@zone7water.com. The Production Manager may also designate an additional representative to administer the contract and coordinate with the Contractor. Zone 7 will provide all relevant contacts to the successful Bidder within 7 days of contract award.

All questions regarding this RFP or any portion thereof are to be submitted via email to the District Representative by 2:00 PM PST on January 22, 2020.

Zone 7 Water Agency maintains a “Construction and Business Opportunities” page on its website at https://www.zone7water.com/business/construction-business-opportunities. This website will be the official notification posting place for all Zone 7-produced documentation about this RFP, including all Addenda. Responses to all questions received will be posted, as necessary, by January 23, 2020 on the website.

Review all specification before quoting.

Q. Submittal of Bids

1. All bids submitted in response to this RFP shall be SEALED and shall be mailed or hand-delivered by January 30, 2020 by 2:00 PM (PST) to:

   Zone 7 Water Agency
All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier, or package delivery service, must be received and time-stamped at the above address prior to the time designated. Zone 7 Administrative staff at the front desk will receive and time-stamp the receipt of each bid.

LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. Any bid received after the designated time and/or date or at a place other than the stated address cannot be considered and will be returned to the Bidder unopened.

2. Bids are to be addressed and delivered as follows:

SEALeD RFP—DO NOT OPEN WITH REGULAR MAIL

Homeless Encampment and Illegal Dumping Abatement
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551
ATTN: Jessica Traynor

Bidder’s name and return address must also appear on the mailing or sealed bid package.

3. No email (electronic) or facsimile bids will be considered.

4. All costs required for the preparation and submission of a bid shall be borne by Bidder.

5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

6. All other information regarding the bid responses will be held as confidential until a recommended award has been made, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Zone 7 Board of Directors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of
the Bidder(s) to be recommended for award of this project. In addition, award information will be posted on Zone 7’s “Construction and Business Opportunities” website page, mentioned above.

7. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the contract, be open to public inspection.

8. California Government Code Section 4552: “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid 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 Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”.

9. Bidder 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.), ZONE 7 will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Bidder may be subject to criminal prosecution.

10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

12. It is understood that Zone 7 reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

13. Complete EXHIBIT B attachments A- G.

14. Provide proof of insurance as specified on EXHIBIT C.

15. Complete EXHIBIT C1.

16. Provide applicable local business licenses and DIR number.
EXHIBIT A – SCOPE OF WORK

General Description of Services: As directed by Zone 7, the Contractor shall provide services on as needed bases, to clean-up and dispose of debris and waste material from homeless encampments and illegal dumping activities.

Site Conditions: Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, within creeks and flood control channels, and other areas requiring alertness to the environment and pre-planning to prevent injury and illness. Some encampments become reoccupied prior to or during abatement, in which case Zone 7 staff will alert local police officers to address such situations prior to beginning or during abatement work.

Sites are considered to contain a variety of materials including:
   a) Bio-hazardous (e.g. hypodermic needles)
   b) Garbage
   c) General debris
   d) Human waste
   e) Animal waste
   f) Constructed temporary shelters
   g) Other items associated with homeless occupancy

Sites may also contain other illegally dumped items including:
   a) Furniture and appliances
   b) Automobile parts and tires
   c) Construction debris
   d) Bicycles
   e) Mattresses and box springs
   f) Propane tanks
   g) Batteries
   h) Other miscellaneous items

Site Locations: Sites will be identified individually and determined by Zone 7 staff. Zone 7 will make efforts to cluster sites based on several factors including quantity of waste, number of encampments, accessibility and other conditions when possible. Sites include under structures (e.g., bridges); tree covered open area; vegetated ground cover; riparian corridor and engineered channel; various right-of-ways, and scrap material and/or tent built shelters. Zone 7 will be responsible to give access to the site.

Biohazard Handling: Contractor site supervisor and worker(s) must be trained and certified in handling and disposal of hazardous materials. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
**Structure Demolition:** Some work may require the removal of wood frame or other makeshift structures of homeless encampments. Contractor shall provide such services.

**Vegetation and Debris Removal:** Vegetation abatement is not the primary service provided by the Contractor; however, occasional vegetation removal/trimming and weed abatement may be necessary in providing a path or access to the location or to free waste materials within debris jambs in creeks or engineered channels.

**Site Occupants:** All homeless encampments sites will be cleared by local law enforcement prior to access to site by Contractor.

**Use of District Maintenance Access Roads, Pedestrian Trails, and Roads:** The District Representative must be notified if the Contractor needs to temporarily close a maintenance access road, pedestrian trails or road for public safety. No work shall be done at times when, in the discretion of the District representative, weather or site conditions are unsafe or likely to cause damage to maintenance access roads, pedestrian trails or roads. Unless pre-approved, damages or alterations caused by Contractor’s operations to drainages, maintenance access roads, pedestrian trails, or roads will be repaired to District standards at the sole cost of the Contractor. Contractor will minimize and restrict non-essential driving on maintenance access roads, pedestrian trails or roads in rainy weather, and to consult with District where rutting or other maintenance access road, pedestrian trail or road damage is threatened.

**Traffic Control:** If necessary, traffic control will be the sole responsibility of the Contractor. All traffic control measures required by the appropriate city or county jurisdiction for road closure shall be adhered to as a condition of this project. Flaggers shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles.

**Contractor’s Duties and Responsibilities:**

1. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash and hazardous waste, removal of human waste, and State approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials.
2. Contractor shall provide all labor, material, tools, protective clothing, and gear, and equipment that are required or needed to perform the work to handle, remove, transport, dismantle and dispose of the waste materials and leave a clean site. Use of specialized equipment will be at the Contractor’s expense unless agreed to in advance.
3. Contractor shall coordinate with Zone 7 on site-by-site basis to determine the work order for each encampment clean-up. The work order will establish the site start date, estimated timeframe of work, staging area, traffic control if required, and name and contact phone number of onsite representative.
4. Contractor is responsible for the supervision and management of its crew and ensures all necessary safety procedures are followed. This individual will serve as the Zone 7’s contact.

5. Contractor shall maintain a cell phone and provide an emergency telephone number by which District Representatives may make contact for emergency or operational purposes.

6. Contractor shall photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to Zone 7. Contractor shall notify the Zone 7 when the work is complete and provide a clean-up report for each project. The clean-up report shall be submitted to Zone 7 no later than one month after the cleanup. The report shall include:
   a. Date of Service
   b. Staff levels and staff hours
   c. Technique utilized
   d. Transfer station weight tags that include cost of disposal and total weight of debris removed.
   e. Any hazardous wastes and disposal tags that include cost of disposal and total weight or quantity of hazardous wastes removed.

7. In the event that an adjacent homeless encampment is discovered in the general area or the site(s) during the course of a clean-up, the Contractor shall notify the Zone 7 to obtain authorization prior to proceeding with the clean-up.

8. Contractor shall trim shrubs and vegetation as required by Zone 7 as a measure to access the site to conduct the clean-up and as a deterrent measure for future encampments.

9. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, propane tanks, and other materials which could pose a health threat.

10. Contractor is to perform work in a timely and efficient manner and employees conduct themselves in a courteous and business-like manner at all times.

11. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

12. Often a Police Officer is present during the site clean-ups. Contractor shall immediately notify the officer or contact the Police department through 911 in the event of any life-threatening safety concerns.

13. Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

14. Contractor shall be trained annually in OSHA’s Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work
procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, propane tanks, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.

15. Contractor shall provide copies of any training records and licenses required by Zone 7 upon request.

Zone 7 Responsibilities:

1. Survey homeless encampments sites and illegal dumping sites to determine site conditions.
2. Post at homeless encampment sites with the “Notice to Vacate” notice placard that provides a minimum of 72 hour vacate notice. Police will be requested at some locations to provide safety services during postings. Zone 7 will photograph notices to document time and location of posting.
3. Notify Contractor with a minimum of 72 hours notification for a cleanup project that will include the start time, start date, site(s) location, location map(s), meeting location, access information and any other information relevant to the success of the clean-up.
4. Provide a Zone 7 representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions.
5. Coordinate with local law enforcement to provide a police officer at site(s) if requested during cleanup.
EXHIBIT B – BID RESPONSE PACKET
RFP FOR HOMELESS ENCAMPMENT
AND ILLEGAL DUMPING ABATEMENT

TO: Zone 7 Water Agency

FROM: ________________________________
(Official Name of Bidder)

• AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID OF THIS EXHIBIT B – BID RESPONSE PACKET, INCLUDING ADDITIONAL REQUIRED DOCUMENTATION AND EXHIBIT C and C-1, WITH ORIGINAL INK SIGNATURES

• ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT B) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS AND APPENDICES ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT B (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”

• BIDDERS SHALL NOT SUBMIT TO THE DISTRICT A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT B OR ANY OTHER DISTRICT-PROVIDED DOCUMENT

• ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID

• BIDDERS MUST QUOTE PRICE(S) AS SPECIFIED IN RFP

• BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL

• IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE ATTACHMENT (E) OF EXHIBIT B IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit B – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all
1. **Required Documentation:** Every Bidder must fill out and submit the completed Attachments (a) thru (g) to Exhibit B, and Exhibit C-1 as listed below:

- **Attachment (A) – Bidder Information and Acceptance**
  Every Bidder must complete and sign the last page of Attachment (A) to Exhibit B.

- **Attachment (B) – Relevant Experience and Approach**
  Every Bidder must provide responses to all requested items on Attachment (B) to Exhibit B.

- **Attachment (C) – Bid Sheet**
  Every Bidder must provide responses to all requested items on Attachment (C) to Exhibit B.

- **Attachment (D) – References**
  Bidders must use Attachment (D) to Exhibit B to provide references. Bidders are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by District. Bidders are strongly encouraged to notify all references that Zone 7 may be contacting them to obtain a reference. Zone 7 may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFP. Zone 7 reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

- **Attachment (E) – Exceptions, Clarifications, Amendments**
  If Bidder is making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFP, or any associated Bid Documents, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit B. **ZONE 7 IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.**

- **Attachment (F) – Debarment and Suspension Certificate**
  Bidder must complete, sign, and date the *Debarment and Suspension Certificate* form attached to Exhibit B.

- **Attachment (G) – Public Works Prevailing Wage Job**
Bidder must complete, sign, and date the *Public Works Prevailing Wage Job* form attached to Exhibit B.

- **Exhibit C-1 – Acknowledgement of Insurance Requirements**

  Bidder must complete, sign, and date the *Acknowledgement of Insurance Requirements* form in Exhibit C-1.
1. The undersigned declares that Exhibit B – Bid Response Packet Required Documentation, including, without limitation, the RFP, and all other Exhibits have been read and are acknowledged.

2. Bidder hereby certifies to Zone 7 that all representations, certifications, and statements made by Consultant, as set forth in this form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Response Documents of the RFP for Homeless Encampment and Illegal Dumping Abatement.

4. The undersigned has reviewed the Bid Documents and fully understands the requirements in this RFP including, but not limited to, the requirements under Zone 7’s provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to Zone 7, and agrees that its Bid, if accepted by Zone 7, will be that basis for Bidder to enter into a contract with Zone 7 in accordance with the intent of the Bid Documents.

5. The undersigned acknowledges receipt and acceptance of all addenda.

6. The undersigned acknowledges that Bidder 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 Bid Documents.

7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Zone 7 based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Consultants who do business with Zone 7 shall hold Zone 7 Water Agency, their 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.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit B, Attachment (a), Bidder Information and Acceptance, the Consultant agrees to meet the minimum insurance requirements stated in Exhibit C: Minimum Insurance Requirements. This documentation must be provided to Zone 7, prior to award, and shall include an insurance certificate and additional insured certificate naming the Zone
7 Water Agency, which meets the minimum insurance requirements, as stated in the RFP.

Official Name of Bidder _______________________________________________________

Street Address Line 1 _________________________________________________________

Street Address Line 2 _________________________________________________________

City ___________________________ State ______ Zip Code_____________

Webpage __________________________________________________________________

Type of Entity/Organizational Structure (check one):

☐ Corporation               ☐ Joint Venture

☐ Limited Liability Partnership ☐ Partnership

☐ Limited Liability Corporation ☐ Non-Profit/Church

☐ Other:_____________________________

Jurisdiction of Organization Structure _________________________________________

Date of Organization Structure _________________________________________________

Federal Tax Identification Number _______________________________________________

DIR Number __________________________________________________________________

Primary Contact Information

Name/Title _____________________________________________________________

Telephone No. _________________________ Fax No. __________________________

E-mail Address __________________________________________________________

Signature __________________________________________ Date __________________

Print Name _________________________________________________________________

Title __________________________________________________________________
ATTACHMENT (B) – RELEVANT EXPERIENCE AND APPROACH

RFP FOR HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

This Statement forms a part of the Proposal for Services. If a question does not apply to you, place “N/A” in the space provided.

1. Describe experiences performing similar functions in three local government operations to include a brief description of outcomes and recommendations:

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2. Describe your firm’s/team’s proposed approach and management plan for providing the services required for this project. Indicate your understanding of the critical project elements.

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3. Describe your Bloodborne Pathogen safety procedure and training plan.

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3. (Continued)

What personal protective equipment (PPE) do you provide employees to prevent exposure to blood borne pathogens, West Nile Virus, histoplasmosis, hanta virus, heat stroke, and poison oak?

I certify under penalty of perjury that the foregoing is true and correct. Material falsification is grounds for termination of Homeless Encampment and Illegal Dumping Abatement by Zone 7.

Signature_____________________________________________ Date_____________

Name and Title of Signer__________________________________________________
Please provide fully burdened fixed fee price for each item below, to be effective for the base term of the Contract, which shall include labor, tools, equipment, profit, vehicle, fuel, insurance, and any other costs necessary to accomplish the Work specified in EXHIBIT A, “Scope of Work”

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied. This quote is valid for a minimum of 180 days.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QTY PER YEAR</th>
<th>UNIT COST $/HR</th>
<th>\</th>
<th>UNIT COST $/HR</th>
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<th>UNIT COST $/HR</th>
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<th>UNIT COST $/HR \</th>
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<th>EXTENDED COST</th>
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</thead>
<tbody>
<tr>
<td>Site Cleanup Mobilization/Demobilization - Single mobilization per cleanup event (only one Payment regardless of how many days a single cleanup event may require) to cover all pre-site work setup up times, site travel times, planning, other tasks.</td>
<td>Per Cleanup Event</td>
<td>12</td>
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<tr>
<td>Cleanup Supervisor</td>
<td>Per Hour</td>
<td>480</td>
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<td>Bio-Hazard Technician - Includes prevailing wage labor, containment of bio-hazardous waste, transient debris, or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.</td>
<td>Per Hour</td>
<td>1920</td>
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<tr>
<td>Biohazard Material Disposal - Containment, transportation, and disposal</td>
<td>Per Unit</td>
<td>84</td>
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<td></td>
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EXHIBIT B – BID RESPONSE PACKET
RFP FOR HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT
of biohazard material off site per 55 Gallon containment unit.

| Non-biohazard Material Disposal - Containment, transportation, and disposal of non-biohazard material off site based on weight | Ton | 96 |

| Pick up truck | Daily rate | 60 |

| SUBTOTAL |

Do not add sales tax. Tax will be calculated on PO, if applicable.

| GRAND TOTAL |

| Miscellaneous Parts and Materials, as required | Cost plus _____% (This quote will not be part of the evaluation of cost) |

| STATE ANY EXCEPTIONS TO COUNTY PROVISIONS OR TO SPECIFICATIONS BELOW. The District and/or Alameda County are under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification. |

| VENDOR NAME: |

| VENDOR ADDRESS: |

| TELEPHONE NO.: | EMAIL: |

| SIGNATURE: | DATE: |
The following section is for informational purposes only and **WILL NOT** be considered in the evaluation of award. Contractors will be required to honor the prices stated below during the term of any contract award as a result of this RFP.

<table>
<thead>
<tr>
<th>Informational Item</th>
<th>List Specialty Machinery/Equipment Here</th>
<th>UNIT COST $/HR Year 1</th>
<th>UNIT COST $/HR Year 2</th>
<th>UNIT COST $/HR Year 3</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>March 1, 2020 To June 30, 2020</td>
<td>July 1, 2020 To June 30, 2021</td>
<td>July 1, 2021 To June 30, 2022</td>
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<tr>
<td>1.</td>
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</table>

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<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QTY PER YEAR</th>
<th>UNIT COST $/HR Year 4</th>
<th>UNIT COST $/HR Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Cleanup Mobilization/Demobilization</td>
<td>Per Cleanup Event</td>
<td>12</td>
<td>Optional Renewal July 1, 2022 To June 30, 2023</td>
<td>Optional Renewal July 1, 2023 To June 30, 2024</td>
</tr>
</tbody>
</table>
many days a single cleanup event may require) to cover all pre-site work setup up times, site travel times, planning, other tasks.

<table>
<thead>
<tr>
<th><strong>Cleanup Supervisor</strong></th>
<th>Per Hour</th>
<th>480</th>
</tr>
</thead>
</table>

**Bio-Hazard Technician** - Includes prevailing wage labor, containment of bio-hazardous waste, transient debris, or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.

<table>
<thead>
<tr>
<th><strong>Bio-Hazard Material Disposal</strong> - Containment, transportation, and disposal of biohazard material off site per 55 Gallon containment unit.</th>
<th>Per Unit</th>
<th>84</th>
</tr>
</thead>
</table>

**Non-biohazard Material Disposal** - Containment, transportation, and disposal of non-biohazard material off site based on weight.

<table>
<thead>
<tr>
<th><strong>Pick up truck</strong></th>
<th>Daily rate</th>
<th>60</th>
</tr>
</thead>
</table>

**Miscellaneous Parts and Materials, as required**

Cost plus _____% (This quote will not be part of the evaluation of cost)

**STATE ANY EXCEPTIONS TO COUNTY PROVISIONS OR TO SPECIFICATIONS BELOW.** The District and/or Alameda County are under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

**SIGNATURE:**

**DATE:**
ATTACHMENT (D) – REFERENCES

RFP FOR HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

This Statement forms a part of the Proposal for Services. Provide three current or recent references. Material inaccuracies may result in your proposal being invalidated.

Name___________________________________Title____________________________
Organization_____________________________________________________________
Email Address________________________________ Phone Number__________
Services Provided / Date(s) of Service________________________________________
______________________________________________________________________
______________________________________________________________________

Name___________________________________Title____________________________
Organization_____________________________________________________________
Email Address________________________________ Phone Number__________
Services Provided / Date(s) of Service________________________________________
______________________________________________________________________
______________________________________________________________________

Name___________________________________Title____________________________
Organization_____________________________________________________________
Email Address________________________________ Phone Number__________
Services Provided / Date(s) of Service________________________________________
______________________________________________________________________
______________________________________________________________________

Signature______________________________________________Date_____________

Name and Title of Signer__________________________________________________
Bidder_____________________________________________

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

Zone 7 is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

<table>
<thead>
<tr>
<th>Reference to:</th>
<th>Description</th>
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<tbody>
<tr>
<td>Page No.</td>
<td>Section Item No.</td>
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<tr>
<td>p. 23</td>
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<td></td>
<td><strong>Vendor takes exception to .....</strong></td>
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</tbody>
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* Print additional pages as necessary.
RFP FOR HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER:____________________________________________________________
NAME:_______________________________________TITLE:___________________
SIGNATURE:__________________________________DATE:___________________
ATTACHMENT (G) - PUBLIC WORK – PREVAILING WAGE JOB

Contracts exceeding $1000 with the District are considered “Public Works” when they include services for construction, alteration, demolition or repair work, and maintenance services.

The District has requested a quote or has contracted for the following project:

______________________________
HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

This is notice that contractor/s and subcontractor/s:
must register with the California Department of Industrial Relations (DIR)
and that:

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2018) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Contractors must list any Subcontractors they intend to use for the Project:

Contact Name _____________________________________________ Phone # ____________
Company Name ____________________________________________ Fax # ______________
Address ______________________________________________ Address ______________________________________________
Contractors License Number ________________________ Registration # ______________
Worker Classification/s __________________________________________________________

Contact Name _____________________________________________ Phone # ____________
Company Name ____________________________________________ Fax # ______________
Address ______________________________________________ Address ______________________________________________
Contractors License Number ________________________ Registration # ______________
Worker Classification/s __________________________________________________________

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the District in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work.
Contractors will post a copy of the determination of prevailing rates at the job site/s.

If the contract totals $30,000 or more and requires 20 or more working days, the prime contractor will comply with and be responsible for compliance with all applicable provisions of Labor Code section 1777.5 for all apprenticeable occupations.

Each contractor and subcontractor shall keep accurate payroll records, 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 by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The District requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Signature______________________________________ Date__________________________
Print Name & Title _____________________________________________________________
Company Name _____________________________________ Phone _____________________
Address ______________________________________________ Fax #___________________
Contractors License Number ___________________
Fed. Employer or Soc. Sec # _________________
Worker Classification/s __________________________________________________________

The contractor may also be required to furnish certificate/s of liability and/or workers compensation insurances.

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at:  http://www.dir.ca.gov/dlse/dlsepublicworks.html.
Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars ($5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers’ Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

4. **Pollution and Environmental Liability** - $5,000,000 per occurrence, $10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The general liability policy and pollution liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

Verification of Coverage – Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:
In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

END OF APPENDIX C
EXHIBIT C-1 - ACKNOWLEDGMENT OF INSURANCE

To Be Submitted With Bid/Proposal

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the RFP, HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT. Should the Bidder be awarded the contract for the work, Bidder certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Zone 7 Water Agency/Alameda County as Additional Insured for the work specified.

_____________________________________________
Name of Bidder (Person, Firm, or Corporation)

_____________________________________________
Signature of Bidder’s Authorized Representative

_____________________________________________
Name & Title of Authorized Representative

____________________
Date of Signing
Attached behind this cover page
STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2010-0201-R3
ARROYO DE LA LAGUNA AND TRIBUTARIES
ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
ZONE 7 ROUTINE MAINTENANCE

This Streambed Alteration Agreement (Agreement) is entered into between the
California Department of Fish and Game (DFG) and ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7 (Permittee) as represented by Jill Duerig.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified
DFG on June 1, 2010 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could
substantially adversely affect existing fish or wildlife resources and has included
measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and
conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the
Agreement

PROJECT LOCATION

The project is located at Arroyo de la Laguna and tributaries, in the County of Alameda,
State of California;

PROJECT DESCRIPTION

The Zone 7 of Alameda County Flood Control and Water Conservation District
(Permittee) proposes to conduct routine maintenance activities that are subject to Fish
and Game Code Section 1602 in creeks and channels within Alameda County. Routine
maintenance shall be defined as those periodically scheduled and implemented
activities necessary to maintain the water transport capacity of streams and flood
control channels and maintain the structural and functioning integrity of existing flood control and sediment detention structures on or affecting streams (see Exhibit A for authorized activities).

Maintenance activities as agreed to by both parties that may be considered “routine” are listed on Attachment A and are hereby made a part of this 1602 Routine Maintenance Agreement (RMA). In brief summary, these activities include, clearing of debris from existing culverts, minor vegetation removal, debris removal in streams sufficient to restore water flow, bank stabilization and erosion control using bio-engineered techniques, and removal of hazardous man-made structures from water bodies for public safety and habitat improvement. Routine maintenance does not to include any new work other than described in attachment A. Routine maintenance does not include the removal of or damage to living riparian vegetation other than that specified in Exhibit A.

This 1602 RMA consists of the Agreement and Exhibit A (list of routine maintenance activities) and Exhibit C (map of the maintained Alameda County Flood Control and Water Conservation District Zones and Flood Control Channels).

**PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: California red-legged frogs, nesting birds, fish, reptiles, and/or amphibians.

The adverse effects the project could have on the fish or wildlife resources identified above include: death or injury due to crushing, nest disturbance, increased water temperature, increased turbidity, loss of habitat.

**MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

1. **Administrative Measures**

Permittee shall meet each administrative requirement described below.

1.1 **Documentation at Project Site.** Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.

1.2 **Providing Agreement to Persons at Project Site.** Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of
Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 **Notification of Conflicting Provisions.** Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.

1.4 **Project Site Entry.** Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 **Authorized Activities.** Only those activities specifically mentioned in Exhibit A to this Agreement may be conducted under this 1602 RMA.

1.6 **Exceptions to Authorized Activities.** The Permittee shall submit separate written notification pursuant to Code Section 1602 (Form FG 2023 and FG 2024), together with the required fee prescribed in the DFG SAA fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where:

   a. The proposed work does not meet the criteria established for routine maintenance in Exhibit A.

   b. The nature of the proposed work is substantially modified from the work described in Exhibit A of this RMA.

   c. Work will occur at a location where DFG advises Permittee that conditions affecting fish and wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed maintenance activity.

   d. The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.

1.7 **Annual notification.** Permittee shall provide to DFG Bay Delta Region written notification of proposed routine maintenance activities by May 1 of each year and shall describe each by location, length and width of the impact area. Additional work may be submitted upon discovery using the conditions above. Each annual notification of proposed maintenance work shall be added to this 1602 RMA as Attachment C-year (C-2011, C-2012) by DFG.

1.8 **DFG Review.** DFG may review in the field any maintenance work submitted and or may require that additional conditions be applied to specific activities and amended into this 1602 RMA with the agreement of both parties.
1.9 Semiannual Reports, Completed Projects. Permittee shall provide DFG Bay Delta Region written notification of maintenance projects completed semiannually. Semiannual reports shall include the project identification (creek name), a brief project description, and the appropriate fee determined from the DFG Streambed Alteration Agreement Fee Schedule for work completed under the RMA based upon the number of projects completed in the reporting period. Reports are due within 45 days of the semiannual due dates (July 1, and January 2). DFG may terminate this agreement if late reports and fees are not submitted within 30 days of a written request from DFG.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Seasonal Work. Work within creeks with natural (earthen) bottoms and/or banks shall be performed only between May 1 and October 15 to minimize adverse impacts to fish and wildlife resources and their habitats. Work within concrete lined channels may be conducted only between April 15 and October 15. If a maintenance phase may cause the introduction of sediments into the stream, no phase of the project shall be started in May or in October of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation. If a maintenance phase may cause the introduction of sediments into the stream, no phase of the project shall be started unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. Debris removal that is required to be done immediately to prevent flooding may be done at any time.

2.2 No Work in Flowing Stream. No equipment shall be operated in a flowing stream at anytime except as may be necessary to construct a dewatering system or divert water flow around the work site for fish passage or dewatering of the work area. The coffer dams may be constructed with clean river gravel or sand bags, and may be sealed with sheet plastic. Sand bags and any sheet plastic shall be removed from the stream upon project completion. Clean river gravel may be left in the stream, but the coffer dams must be breached to return the stream flow to its natural channel. The water diversion shall be constructed with the least amount of disruption to the channel. Coffer dam and other water diversion designs and Best Management Practices (BMP's) shall be submitted to DFG for approval prior to commencement of maintenance activities.

2.3 Special Status Species. If listed species or special status species are expected to occur in the work area a qualified biologist with the ability and knowledge to identify sensitive species and their habitat of shall conduct preconstruction surveys within 5 days of construction. If listed species or species of concern are located
during surveys at a project site, the Permittee shall not conduct the project under this 1602 RMA and shall notify DFG for a separate 1602 Agreement. When necessary, a qualified and permitted biologist shall remain on site during construction and may relocate species of concern (such as western pond turtle) to nearby safe locations.

2.4 No Take Authorization. This 1602 RMA does not allow for the relocation, take or harassment of any endangered species, species of special concern, candidate species or federally listed, threatened, or endangered species that are discovered in work sites covered by this RMA. If DFG determines, or the Permittee finds there are threatened or endangered species on the work site the Permittee shall notify the DFG, US Fish and Wildlife Service (USFWS), US Army Corps of Engineers (USACOE) as appropriate. The Permittee shall immediately cease work at that location until DFG deems that the concern over special status species has been resolved.

2.5 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any state or federally listed species, or state listed species of special concern.

2.6 Flow Diversions. Flow diversions shall be done in a manner that shall prevent pollution and/or silation and which shall provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.

2.7 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete maintenance activities. Precautions shall be taken to avoid other damage to vegetation by people or equipment. Branches and/or limbs overhanging the channel and impacting water flows shall be properly pruned. No trees shall be removed except trees over 6- inches diameter at breast height (dbh) may be removed only if they are blocking flow or restricting the capacity of the channel. Any trees which must be cut are to be cut at ground level and the root mass left in place to maintain bank stability. Any trees removed shall be replaced at a 3:1 ratio using local native species of trees.

2.8 Herbicide Use. Permittee shall use caution to apply the least practicable amount of herbicide necessary to effectively control nuisance plants.

2.8.1 Permittee shall use Milestone, rather than Weedestroy (or other 2,4,D product)
wherever and whenever possible. Weedestroy is not to be applied within 10 feet of open water.

2.8.2 Permittee shall use the least concentrated formulation of herbicide possible and practicable to accomplish his/her task.

2.8.3 Permittee shall use extreme caution to not to apply any chemical, including herbicides, directly to water. Herbicide shall not be sprayed during days where wind can carry the overspray to the stream or to mitigation areas.

2.8.4 Where application must be next to water, Permittee shall re-double efforts to see that chemical does not accidentally flow into or stream through the air into the water.

2.8.5 Any fish or animal kills, should they occur, following application shall be reported to DFG immediately.

2.8.6 In general, since toxicological information on various products under all conditions can not be known, DFG discourages the use of herbicide application near open water wherever and whenever possible.

2.8.7 Regardless of the contents of this agreement, the Permittee is responsible for any environmental damage caused by the application or use of substances that prove harmful to fish and aquatic wildlife.

2.9 Revegetate Exposed Areas. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the maintenance activities shall be restored by seeding with a blend native and non-native erosion control grass seeds. Nonnative grass species shall not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Seeded areas shall be mulched. All other areas of disturbed soil which drain toward the stream channel shall be seeded with erosion control grass seeds. Seeding shall be completed between October 1 and November 15 the same year as the maintenance activity. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. Areas left barren prior to October 1 shall be covered with jute netting, coconut fiber blanket, or similar erosion control blanket.

2.10 Nesting Bird Surveys. If maintenance work or tree removal occurs during the nesting season of protected raptors and migratory birds (February 15 to August 31), a focused survey for active nest of such birds shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) within 15 days prior to the beginning to project-related activities. The results of the survey shall be faxed to (707) 944-5563. Refer to Notification
Number 1600-2010-0201-3 when submitting the survey to DFG. If this survey finds evidence of such nesting work shall be postponed until August 15. If a lapse in project-related work of 5 days or longer occurs, another focused survey and if required, consultation with DFG and USFWS, shall be required before project work can be reinitiated.

2.11 **Use of Riprap.** Any installation of riprap for bank repair, except for in-kind replacement, shall be considered additional hardscape. To minimize impacts for loss of habitat Zone 7 shall plant trees, shrubs, or other vegetation within the rock rip rap or shall revegetate at an off-site location at a 3:1 ratio.

2.12 **Inspections.** DFG personnel or its agents may inspect the work site at any time. A copy of this agreement must be provided to any contractor or subcontractor who works under this RMA. A copy of the RMA shall be kept on the work site during operations. Zone 7 and personnel who shall be supplied with the RMA should include all Field Supervisors for the area that work will take place and other, special personnel that might conduct work under this RMA.

2.13 **Storage of Material.** Debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best Management Practices (BMPs) shall be employed to accomplish these requirements.

2.14 **Litter.** The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the work site daily and properly disposed of at an appropriate disposal site.

2.15 **Concrete.** Freshly poured concrete for maintenance activities shall be isolated from flowing water for a period of 28 days. Commercial sealants may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry.

2.16 **Change of conditions.** If, in the opinion of DFG, conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by DFG are taken.

3. **Reporting Measures**

Permittee shall meet each reporting requirement described below.
3.1 Permittee shall provide to DFG Bay Delta Region written notification as described in measures 1.6, 1.7, 1.9, and 2.9.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

To Permittee:

Jill Duerig/Zone 7 of the Alameda County Flood Control and Water Conservation District
100 North Canyons Parkway
Fax (925)454-5726
jduerig@zone7water.com

To DFG:

Department of Fish and Game
Bay Delta Region
Post Office Box 47
Yountville, California 94599
Attn: Lake and Streambed Alteration Program – Marcia Grefrud
Notification #1600-2010-0201-R3
Fax (707) 944-5553
mgrefrud@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG’s endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee’s alone.

SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees,
representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.
Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the corresponding amendment fee identified in DFG’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the minor amendment fee identified in DFG’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement’s term. To request an extension, Permittee shall submit to DFG a completed DFG “Request to Extend Lake or Streambed Alteration” form and include with the completed form payment of the extension fee identified in DFG’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG’s signature, which shall be: 1) after Permittee’s signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM
This Agreement shall be valid beginning January 1, 2011. This Agreement shall expire on December 31, 2015, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Exhibit A. Definition of Terms and Authorized Activities
B. Exhibit B. Reach Names
C. Exhibit C. Zone 7, Flood Control Facilities Map

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee’s behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Jill Duerig  
General Manager  

5/23/10  
Date
FOR DEPARTMENT OF FISH AND GAME

Scott Wilson
Environmental Program Manager

Date

Prepared by: Marcia Grefsrud
Environmental Scientist

Date Prepared: June 30, 2010, Revised August 4, 2010
EXHIBIT A
DEFINITION OF TERMS AND AUTHORIZED ACTIVITIES

Definition of terms – as used herein and for purposes of the Agreement

**Flood Control Channel or Engineered Channel means:** an artificial open channel or ditch constructed for drainage or flood control purposes.

**Concrete Lined Channel means:** flood control channels with concrete sides and bottom.

**Natural Channel means:** a stream or watercourse that has not been modified as described in Statement A or B above, but includes those whose banks have been provided with erosion control structures.

**Flood Control Structures means:** levee, dams, and artificially constructed channels for flood control purposes.

**Structure means:** storm drain outfalls, tide gates, slide gates, culverts, revetments, bank protection, energy dissipaters, grade structures, sediment basins, weirs, diversion structures, trash racks, stream gauge structures, fish ladders, fish screens, utility line crossings, bridge piers.

**Project means:** all routine maintenance work performed by the Zone 7 of Alameda County Flood Control and Water Conservation District in each zone or on any County Road during each year. Each activity shall be construed as one project for fee purposes. A project does not include minor debris removal such as minor tree trimming, removing a shopping cart or a bag of garbage.

**Heavy Equipment: means:** any equipment used that is larger than a pick-up truck.

**Emergency Project means:** is defined in the State Fish and Game Code 1600.

**Biologist means:** A biologist is a person who has a combination of academic training and professional experience in the biological sciences.

**Bioengineering means:** Bioengineering is the application of the principles of engineering and natural sciences to flood control maintenance. Closely related to this is biotechnology, which deals with the implementation of biological knowledge in the implantation of techniques for maintenance activities. Applications from both fields are may be used in the field of flood control engineering to reduce the impacts on the natural and urban environment. Methods that may be used are but not limited to are, willow wattling, post and wire revetment, revegetation with native plants, seeding, installation of rootballs, brush layering, brush matting, trench packing, interplanting riprap, plantings and combinations of the above methods.
Area covered by the RMA: This RMA covers the entire Zone 7 Service Area within the boundaries of Alameda County

SAA means: Lake or Streambed Alteration Agreement

RMA means: Routine Maintenance Agreement.

Authorized Activities:

1. Vegetation Management:

Removal of parts of woody and herbaceous plants, fallen trees, or trunks or limbs lodged in the bed or bank causing flow restriction shall be cutoff at the bed or bank invert with small tools and removed with winch and cable or other equipment operated from top of bank. Root structures are not to be disturbed and the debris disposed of at a place where it cannot reenter State waters. No heavy equipment may be operated in the streambed.

Control of weeds and grasses on channel access roads or shoulders by mowing, or herbicide application may take place between April 1st and October 15th of each year. Herbicide application will conform to all applicable County, State, and Federal Regulations and licenses. Only EPA registered herbicides shall be used in and on channel banks channels for vegetation control.

Vegetation enhancement associated with other routine maintenance activities including replanting, new planting, and maintenance of plantings.

2. Debris and Sediment Removal:

Physical removal of silt, debris, rubbish, algae and other non-living materials from concrete lined channels where no flow or minimal flow is present. If water is present a flow diversion structure would be constructed upstream and water would be discharged down stream through a sediment control structure.

Removal of small amounts of debris and sediment from within and around structures (less than 50 cu yds.) affecting no more than 50 ft of watercourse in natural channels and 100 ft. in constructed flood control channels. (See definition of Structures).

Removal of sediment and debris from waterways affecting no more than 50 feet of a watercourse in a natural stream channel, 100 feet for an artificial earthen channel, and 500 feet in a concrete lined channel.
These activities will not exceed a cumulative annual total of 500 feet in a natural stream and 1000 feet in a flood control channel or 3,000 feet in concrete lined channel.

3. **Structure Maintenance and Repair:**

Repair, replacement in kind, or maintenance of drainage and erosion control structures including but not limited to, storm drain outfalls, tide gates, slide gates, culverts, revetments, bank protection, energy dissipaters, grade structures, sediment basins, weirs, trash racks, stream gauge structures, fish ladders, fish screens, utility line crossings, bridges (including support structures), road embankments, and access ramps.

Repair, maintain or resurface existing roads, bike lanes, paths, and sidewalks so long as the width of the paved surface is not increased.

4. **Bank Repair:**

Repair of concrete lined channels in-kind.

Repair of constructed engineered channels 200 linear feet in any three-month period, using the method of least impact to complete the repair. The primary repair method shall be bioengineering techniques such as turf reinforcement brush walls, etc. If bioengineering (see definition of bioengineering) techniques do not provide a solution to the repair of the eroded banks (because of such as poor soils, percolation of water, limited space or steepness of slopes) other methods shall be explored. Riprap would be the last resort in that no other method would be effective.

Repair in natural channels would be limited to 100 ft. using the method of least impact to accomplish the repair.

In order to prevent instability in certain channels, dewatering of channel banks by use of drilling and installation of plastic drainpipes may be used. All equipment would be isolated from the channel by silt fencing or other barrier to keep any contaminates from entering the channel.

5. **Temporary Water Diversions**

Temporary water diversions associated with other related maintenance activities using structures such as cofferdams not exceeding 3 feet in height or sumps, with or without pumps, provided that all water is discharged into a silt control structure before release and provided that the channel is restored to its original configuration after work is completed.

6. **Sensitive Fisheries**
Notwithstanding the foregoing no routine maintenance shall be conducted in watercourses having sensitive fisheries without prior consultation with DFG, at which time the DFG shall evaluate the project and add any additional conditions that it might see fit for the preservation of the resource. Sensitive fisheries include Alameda Creek and Arroyo Mocho.

This Agreement shall be amended as a list of sensitive areas is developed.
December 15, 2015

Jill Duerig
Zone 7 of the Alameda County Flood Control and Water Conservation District
100 North Canyons Parkway
Livermore, California 94551

Subject: Extension of Lake or Streambed Alteration Agreement
Notification No. 1600-2010-0201-R3
Zone 7 Routine Maintenance Agreement

Dear Ms. Duerig:

The California Department of Fish and Wildlife ("Department") received your request to extend Lake or Streambed Alteration Agreement ("Agreement") and extension fee, for the above referenced agreement. The Department hereby grants your request to extend the Agreement from December 31, 2015 to December 31, 2020. All other conditions in the original Agreement remain in effect. This is a one time extension only.

Copies of the original Agreement and this letter must be readily available at project worksites and must be presented when requested by a Department representative or other agency with inspection authority.

If you have any questions regarding this matter, please contact Marcia Grefsrud, Environmental Scientist at (707) 644-2812 or Marcia.Grefsrud@wildlife.ca.gov.

Sincerely,

[Signature]

Brenda Blinn
Senior Environmental Scientist (Supervisory)
Bay Delta Region

cc: Lieutenant Christensen

Conserving California's Wildlife Since 1870
STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
DEPARTMENT OF FISH AND WILDLIFE  
REQUEST TO EXTEND  
LAKE OR STREAMBED ALTERATION AGREEMENT

Complete EACH field and attach additional pages if necessary. Please refer to the fee schedule and submit the correct fee with extension request.

1. APPLICANT REQUESTING EXTENSION

<table>
<thead>
<tr>
<th>Name</th>
<th>G. F. Duerig</th>
<th>(Rep: Elke Rank, 925-454-5005, <a href="mailto:erank@zone7water.com">erank@zone7water.com</a>)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business/Agency</td>
<td>Zone 7 of the Alameda County Flood Control and Water Conservation District</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td>100 North Canyons Parkway</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Livermore, CA 94551</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>925-454-5016</td>
<td>Fax 925-454-5723</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jduerig@zone7water.com">jduerig@zone7water.com</a></td>
<td></td>
</tr>
</tbody>
</table>

2. PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Agreement number</th>
<th>1600-2010-0201-R3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original expiration date</td>
<td>12/31/2015</td>
</tr>
<tr>
<td>New expiration date requested</td>
<td>12/31/2020</td>
</tr>
</tbody>
</table>

Specify: 1) the work that has been completed; 2) the work that needs to be completed, and 3) the amount of time needed to complete the work.

Zone 7 has completed annual stream maintenance work under the terms of our Streambed Alteration Agreement / Routine Maintenance Agreement since 2011. We request an extension of the SAA/RMA for a 5-year period (2016 - 2020) in order to continue to conduct routine stream maintenance work.

Annual maintenance is a critical component of the regional flood protection system, and in doing this work, Zone 7 also seeks to be a good steward. To this end, the avoidance and minimization measures identified in the Agreement have become a natural part of Zone 7's approach to channel work.

Following is a summary of Zone 7's approach to channel maintenance, which includes: (1) proactively monitoring and maintaining flood control channels, (2) seeking low-impact options first and early, (3) letting site conditions drive the design in order to achieve the maximum benefit, and (4) restoring (and improving, when possible) the work area both for aesthetic and ecological benefit. More (attached)...
2. PROJECT INFORMATION, continued.

Specify the reason(s) for the extension request

Zone 7 has a need to perform annual routine stream maintenance in order to provide regional flood protection in the Livermore - Amador Valley. We have found that, for the purposes of routine maintenance, the terms of the current SAA are acceptable and allow the agency to conduct important channel maintenance over the summer months. Zone 7 has been diligent in following the terms of the Agreement and in preparing annual notifications. We wish to extend the Agreement for 5 years.

☐ Continued on additional page(s)

Note: The Department may not process this extension request until the extension fee has been received.

3. SIGNATURE

I hereby certify that to the best of my knowledge the information in this extension request ("request") is true and correct and that I am authorized to sign this request as, or on behalf of, the applicant. I understand that if any information in this request is found to be untrue or incorrect, the Department may suspend processing this request. I understand also that if any information in this request is found to be untrue or incorrect, I and/or the applicant may be subject to civil or criminal prosecution.

[Signature]

G. F. Duerig

Print Name

[Date]

Note: If approved, a copy of this form must be available at the work site with the original agreement.
# Project Information. Specify: 1) the work that has been completed; 2) the work that needs to be completed; and 3) the amount of time needed to complete the work.

Zone 7 has completed annual stream maintenance work under the terms of our Streambed Alteration Agreement / Routine Maintenance Agreement since 2011. We request an extension of the SAA/RMA for a 5-year period (2016 - 2020) in order to continue to conduct routine stream maintenance work. Annual maintenance is a critical component of the regional flood protection system, and in doing this work, Zone 7 also seeks to be a good steward. To this end, the avoidance and minimization measures identified in the Agreement have become a natural part of Zone 7's approach to channel work.

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**Proactive Monitoring & Maintenance**

Zone 7 proactively monitors and maintains the agency-owned flood control channels. This includes regular on-the-ground monitoring of channels, documenting issues that are specific to certain reaches, and promptly addressing issues – especially catching minor issues before they become larger future problems that require more intensive treatments.

For example, in channels which historically have had a number of bank failures, Zone 7 continually monitors the areas for early evidence of bank movement (like tension cracks) or signs of potential future issues (like gopher or fox holes). When these early indicators are discovered, often relatively simple solutions are implemented, such as:

- a) eliminating squirrel and fox holes;
- b) sealing cracks on the slope and on road to prevent saturation of the slope and road;
- c) re-grading the access road drainage to eliminate ponding water and preventing drainage into the slope; and
- d) planting trees and/or deep rooted grasses on channel banks to improve bank stability.

The photographs below demonstrate our proactive approach to address maintenance needs early to prevent needing to do larger and more intensive projects later.
EXAMPLES of proactive solutions that can help avoid or reduce the need for bigger repairs.

Some channels in Pleasanton have unstable soils that are prone to bank sliding and slumping. In collaboration with the RCD, Zone 7 is testing some long-rooted sod and plants to see if these can help stabilize banks in this area.

*New plantings on Pleasanton Canal on left; New native sod on Line G-1-1 on right.*

Filling cracks at the top of the bank and re-grading trails/roads at top of bank to reduce or avoid excessive penetration of water into the bank, which causes saturation of the bank soils resulting in bank movement.

Seek Low-Impact Options

Commonly there is a range of solutions for maintenance work – from small interim repairs to complete overhauls. Zone 7 seeks to minimize environmental impacts by using biotechnical or other non-invasive solutions wherever feasible; hardscape, such as riprap or concrete is applied only if other solutions will not work and the physical bank conditions or hydraulic flow conditions require that level of bank shear strength. For example, if a bank failure is identified, the initial plan of action calls for immediately covering the slide area in order to minimize additional saturation from rainfall. Then an engineer will identify and document the root cause of the failure, and determine if a low-impact fix is suitable.
Finally, the site is seeded before the rainy season to promote stability. These tactics often allow (if needed) one to two winters to plan, design, and fund an appropriate project. The next step is to evaluate suitable biotechnical solutions – like brush walls, willow planting or brush layering. Depending on the mechanism and the severity of the bank failure, among other factors, these options offer either a temporary or a permanent fix. These techniques are low impact in that there is minimal or no soil or vegetation disturbance and they do not require heavy equipment in the channel.

EXAMPLES of low-impact techniques:

1) Willow plantings / Brush walls help to stabilize areas of active toe erosion. This low-impact method can minimize further erosion in some locations.

2) "Geoweb" (woven fabric cells) backfilled with native soils to repair eroded slope surfaces. In this example, after a brush wall was built the eroded areas were rebuilt with cellular confinement, then seeded and covered with erosion fabric, and seeded again. This low-impact method can be successful in some locations.
Site Conditions Drive the Engineering Design

If the biotechnical approaches described above are deemed unsuitable or have not worked well previously at the site, Zone 7 then consider more structural/hardened solutions. In some cases, biotechnical solutions are not the most suitable option for repairing a bank failure, and an engineered rock-based design is required if softer approaches would continue to fail. Zone 7 will consider a rock-based design in order to achieve a satisfactory result – one that alleviates the need for repeated repairs and thereby repeated potential environmental impacts, and increases the flood protection in the adjacent communities. Table 2 identifies the key site conditions that could trigger the need for a more extensive bank repair.

Zone 7 has found that rock-based repairs installed 15+ years ago with shallow keyways, small rock size, and minimal riprap have since failed. Therefore, the keyway size, size of riprap, and thickness of riprap need to be adjusted with respect to the specific physical and site characteristics of each channel. The riprap thickness is directly related to the riprap size required. Larger riprap size is required for deeper channels and channel subject to high velocities/shear stress.

Table 1. Key Site Conditions and Constraints that Drive the Design

<table>
<thead>
<tr>
<th>SITE CONDITION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotational bank failure</td>
<td>If the bank failure is a deeper rotational failure, the most appropriate solution may be to excavate the bank deeper, re-compact bank soils, and use riprap to anchor the toe of the bank, or in particularly vulnerable locations the whole bank.</td>
</tr>
<tr>
<td>Quality of native soils</td>
<td>Expansive soils or highly mixed soils often result in unstable banks. Less stable, poorer quality soils exist in the area of Arroyo De La Laguna, Alamo Canal, Arroyo Mocho, Alamo Canal, Line G-1-1, and Pleasanton Canal. Such soils may limit the use of certain biotechnical approaches.</td>
</tr>
<tr>
<td>Stream velocity/shear stress</td>
<td>Some streams are subject to higher water velocity/shear stress. In particular, Arroyo de la Laguna, Chabot Canal and South San Ramon Creek are subject to relatively high velocities. High velocities can also limit the selection of certain treatments.</td>
</tr>
<tr>
<td>Bank slope</td>
<td>Steep slopes often prove difficult to repair without rock support.</td>
</tr>
<tr>
<td>Groundwater table</td>
<td>High groundwater table can result in saturated channel banks that are difficult to repair without rock support.</td>
</tr>
</tbody>
</table>
Restore the Site to Natural-like Conditions

All channel repair designs include post-construction restoration such that the repair is nearly indistinguishable from surrounding areas. This can include applying a layer of soil over the repair, then seeding with native, deep-rooted grasses. In some cases, new shrubs or trees can be installed, but this is highly dependent on the channel flood capacity. See examples below.
EXHIBIT E – SAMPLE SERVICES AGREEMENT

DRAFT

SERVICES AGREEMENT

between

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7

and

Contractor Name

for the

HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

Contract No. __________

Dated ___________________
AGREEMENT BETWEEN ZONE 7 WATER AGENCY OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND NAME OF CONTRACTOR/CONTRACTOR

THIS SERVICES AGREEMENT ("Agreement") is dated this _______ day of __________________, 20___, in the City of Livermore, State of California, by and between ____________________, hereinafter referred to as ("Contractor") and ZONE 7 of ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("District"). Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Scope of Services. The Contractor shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Compensation"), which appendixes are attached and made a part of this Agreement.

2. Term. The Contract Term shall be __________. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Contractor on account of the Services performed shall be deemed as payments of the Compensation.

3. Maximum Compensation. Notwithstanding anything in this Agreement to the contrary, the maximum amount of money which the District shall be obligated to pay Contractors under this Agreement is $________________ (spell out in words).

4. Standard of Performance. Contractor represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a specialist in performing services of like nature and complexity of the Services.

Should service agreement become work on "Public Work": A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter [1770-1784 Labor Code], unless currently registered and qualified to perform public work pursuant to Section 7029.1 of the Business and Professional Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

5. SubContractors. Contractor shall perform the Services using the personnel and subContractors listed in Appendix A. Contractor represents that it has and shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of

EXHIBIT E- SAMPLE SERVICES AGREEMENT
RFP FOR HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT
this Agreement to the extent of their scope of services. Contractor may substitute such personnel or subContractors prior to any such personnel or subContractors commencing work only upon District written consent, which may be withheld or delayed in District discretion.

6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Contractor’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. **Indemnification and Liability.** Contractor shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless the District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person or employee), expense and liability of every kind, nature and description that arise from (1) Contractor’s negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of Contractor, any subContractor, anyone directly or indirectly employed by them, or anyone that they control, or (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, or (4) any breach of this Agreement (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. Contractor shall place in its subconsulting agreements and cause its subContractors to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement. If the services under this Agreement are for a construction project as defined in Civil Code Section 2782, then this provision shall apply to the extent permitted by that code section.

8. **Notices.** District and Contractor shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

<table>
<thead>
<tr>
<th>Zone 7 Water Agency</th>
<th>Contractor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 North Canyons Parkway</td>
<td>Attn:</td>
</tr>
<tr>
<td>Livermore, CA 94551</td>
<td>Contractor Address</td>
</tr>
<tr>
<td>Attn: General Manager</td>
<td></td>
</tr>
</tbody>
</table>

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.
9. **Insurance.** Contractor shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

10. **Independent Contractor.** Contractor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subContractors and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Contractor, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Contractor shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services, including but not limited to any applicable City of Pleasanton business tax, not explicitly assumed in writing by District hereunder. The Contractor shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

11. **Conflict of Interest.**

11.1 Contractor represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. Contractor represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Contractor believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Contractor agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Water Conservation District and its Zone 7 Water Agency and their reporting requirements.

12. **Confidentiality.**

12.1 Contractor acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District or its tenants. Contractor agrees that all information disclosed by District to or discovered by Contractor shall be held in strict confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary
data, and shall not accept employment adverse to District interests where such confidential information could be used adversely to District interests. Contractor agrees to notify District immediately in writing if it is requested to disclose any information made known to or discovered by Contractor during the performance of or in connection with this Agreement.

12.2 Any publicity or press releases with respect to the Project or Services shall be under District sole discretion and control. Contractor shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District prior written consent. Contractor shall have the right, however, without District further consent, to include representations of Services among Contractor’s promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.3 The provisions of this Section shall remain fully effective indefinitely after termination of Services to District hereunder.

13. Suspension and Termination of Services. (i.) District may direct Contractor to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Contractor commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District written notice to Contractor demanding such cure. In the event District terminates Contractor’s right to proceed under this Agreement for default, Contractor shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District best interests. In the event District terminates performance of the Services for convenience, Contractor shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date up to but not exceeding the Agreement value of the services performed, but may recover no other cost, damage or expense. In all cases, Contractor shall terminate those portions of the Services specified and no compensation shall be due for any such Services performed after the date of termination or suspension.

14. Ownership of Work Product. Any interest (including copyright interests) of Contractor or its subContractors, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Contractor or its subContractors at any time in connection with the Services, shall be, immediately upon its creation, the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the
property of District. In the event that it is ever determined that any works and any former works created by Contractor or its subContractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns to District all copyrights to such works when and as created. With District prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities.

15. Audit/Inspection of Records.

15.1 Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Contractor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

15.2 The Contractor shall maintain full and adequate records to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within a radius of fifty (50) miles from the offices of District at 100 North Canyons Parkway, Livermore, California 94551, the Contractor shall, upon request of District, make such books and records available to District for inspection at a location within said fifty (50) mile radius or Contractor shall pay to District the reasonable and necessary costs incurred by District in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by District, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after District makes the final or last payment or within three (3) years after any pending issues between District and Contractor with respect to this Agreement are closed, whichever is later.

16. Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment, nor against any subContractor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, City and County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and
occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Contractor shall provide all information reasonably requested by District to verify compliance with such matters. Contractor stipulates, acknowledges and agrees that District has the right to monitor Contractor’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. Non-Judicial Administrative Claim Settlement Procedure For Contractor Claims. In the event of any dispute between Contractor and District regarding any claim, demand or request by Contractor for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Contractor shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Contractor's theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Contractor’s fully documented administrative claim; may conduct an administrative hearing, in which case Contractor shall attend, present documentation and information as requested; and District will then make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Contractor shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Contractor's timely submittal of the administrative claim and District decision thereon shall be an unwaivable condition precedent to Contractor thereafter filing a Government Code Claim under the California Government Code Section 901 et seq., (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

18. No Special or Incidental Damages. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Pleasanton or Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another venue. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. In the event of litigation, the terms of this agreement shall be enforced first, and only when an answer
to a dispute is not found in the terms of the Agreement, then by reference to California law.

20. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Contractor.

23. **Statutes of limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for damages resulting from latent defects in performance, for which the statute of limitation shall begin running upon discovery of the damages, the defect and its cause.

24. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.
25. **Survival of Provisions.** Except as otherwise separately and expressly provided by the District in writing, the provisions of this agreement shall survive any expiration, breach, or termination of this Agreement, and any completion of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

“District”

ALAMEDA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, ZONE 7

By: ________________________________
Valerie Pryor, General Manager

“Contractor”

(Name) ________________________________

a ________________________________ corporation,

By: ________________________________

______________________________
Print Name and Title
(If Corporate Chairman, President or Vice President)

Tax I.D. Number ____________________

Include Company Main Address
LIST OF APPENDICES AND SCHEDULES

Appendix A  Scope of Services [Reserved]
Appendix B  Payments to Contractor [Reserved]
Appendix C  Insurance
Appendix D  California Public Works Provisions
Appendix E  Contractor Affidavit
APPENDIX A – SCOPE OF SERVICES
APPENDIX B – PAYMENTS TO CONTRACTOR

This is an appendix attached to, and made a part of, the Services Agreement dated ______________ ("Agreement") between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY ("District"), and ("Contractor"), for the provision of professional services ("Services").

1. **Basic Services.** District will pay Contractor for Basic Services, a maximum compensation of $_____________ ("Contract Price"), which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If District and Contractor previously executed a services agreement for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that services agreement shall be subject to the terms of this Agreement and the previous payments deemed payments against the Contract Price established in this Appendix.

2. **Work Breakdown Structure.** To assist District in determining progress payments, Contractor shall provide District with an itemization of its Contract Price under this Agreement according to a Work Breakdown Structure ("WBS") that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District. The WBS shall further define which tasks are to be performed by each sub-Contractor. [The WBS is attached to this Appendix as its Exhibit 1.]

3. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

- ☑ upon completion of work
- ☐ monthly based upon Contractor’s percentage completion of the Services as determined by District
- ☐ as set forth in the attached schedule

4. **Additional Services.** District will pay the Contractor for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Agreement executed by District and the Contractor. Each such amendment shall provide for a fixed price; or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount plus Costs and Reimbursables. Amendments must be negotiated and signed by the Contractor and District prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services. District shall pay Contractor for
Additional Services of SubContractors employed by Contractor to render Additional Services, the amount billed to Contractor therefore times [1.10] for general and administrative expenses.

5. **Costs and Reimbursables.**

5.1 **Additional Services.** District will pay Contractor for “Costs and Reimbursable Expenses” in connection with Additional Services as set forth below. All costs not listed will not be allowed in connection with Additional Services.

5.1.1 **Travel Costs.** The reasonable expense of travel costs incurred by Contractor when requested by District to travel to a location more than 50 miles from either the project site, the Contractor’s office(s), or District office, incurred performing Additional Services.

5.1.2 **Long Distance Telephone Costs.** Long distance telephone calls and long distance fax costs incurred performing Additional Services.

5.1.3 **Delivery Costs.** Courier services and overnight delivery costs incurred performing Additional Services.

5.1.4 **Reproduction Costs.** Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

5.2 **Basic Services.** For Basic Services, District will not pay Contractor additional compensation for Costs and Reimbursable Expenses, as these costs are deemed included in the Contract Price.

6. **Invoices.** All payments shall require a written invoice from Contractor in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt.

**END OF APPENDIX B**
APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Services Agreement dated ___________ ("Agreement") between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY ("District") and ____________________ ("Contractor"), for the provision of professional services ("Services").

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

5. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

6. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

7. Workers’ Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

8. Pollution and Environmental Liability - $5,000,000 per occurrence, $10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The general liability policy and pollution liability policy must contain, or be endorsed to contain, the following provisions:
2. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

**Verification of Coverage** – Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**
In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

*END OF APPENDIX C*
Contractor/Subcontractor Eligibility:
Contractor represents and warrants that it is eligible to bid on, work on, and be awarded a public works contract pursuant to California Labor Code Section 1777.1 and 1777.7. Contractor will not permit any subcontractors who are ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work under the scope of this Agreement. (Refer to Labor Code § 6109).

Consultant shall comply with all applicable laws and regulations regarding utilization of Apprentices.
Consultant agrees to indemnify and hold Zone 7 harmless from any fines, forfeitures, damages, liabilities, losses, penalties, assessments, attorneys’ fees, costs and any other expense arising out of, or connected in any way to, the Consultant’s alleged failure to comply with the California Labor Code provisions referenced in this Appendix.

Prevailing Wage Requirements:
This project is subject to prevailing wages. Copies of the prevailing rate of per diem wages for the project are on file at Zone 7’s principle office, and shall be made available to any interested party on request. In the event that both federal and State prevailing wage requirements apply to this Project, Consultant must pay the higher of the minimum wage rates as determined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor.

Verification of Employee Compensation:
Pursuant to Labor Code § 1860, in accordance with the provisions of Section 3700, the Contractor will be required to secure the payment of compensation to his or her employees. Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.” (Refer to Labor Code § 1861).

Assignment of Antitrust Claims:
Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees to assign to Zone 7 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the governing body tenders final payment to the Contractor, without further acknowledgment by the parties.
Trenches and Excavations Deeper than 4 Feet below the Surface:
Pursuant to California Public Contract Code § 7104, if the Scope of Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the following provisions shall apply:

a) Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:
   (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
   (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
   (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b) The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

c) In the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Incorporation of Labor Code Provisions:
The following provisions are included in this Contract pursuant to Labor Code § 1775:

Labor Code § 1771.
Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code § 1773.1
a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:
   (1) Health and welfare.
   (2) Pension.
   (3) Vacation.
   (4) Travel.
(5) Subsistence.
(6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.
(7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
(8) Industry advancement and collective bargaining agreements administrative fees provided that these payments are made pursuant to a collective bargaining agreement to which the employer is obligated.
(9) Other purposes similar to those specified in paragraphs (1) to (5), inclusive; or other purposes similar to those specified in paragraphs (6) to (8), inclusive, if the payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

b) Employer payments include all of the following:
   (1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
   (2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.
   (3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), or for payments for industry advancement and collective bargaining agreement administrative fees if those payments are not made pursuant to a collective bargaining agreement to which the employer is obligated. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:
   (1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.
   (2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director’s general prevailing wage determination.
   (3) The employer payment contribution is irrevocable unless made in error.

d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.

e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:
(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
(2) The higher rate of payments is required by a project labor agreement.
(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.
(4) The director determines that annualization would not serve the purposes of this chapter.

f) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.
(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.
(3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

Labor Code § 1775.
a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.
a) Each contractor and subcontractor shall keep accurate payroll records, 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 by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   (1) The information contained in the payroll record is true and correct.
   (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
   (1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
   (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
   (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual’s name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual’s full social security number, but shall provide the last four digits of the
social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual’s social security number.

f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual’s name, address, and social security number. (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Labor Code § 1777.
Any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

Labor Code §1777.5.
a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.
(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered. (2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following: (1) The apprenticeship standards and apprentice agreements under which he or she is training. (2) The rules and regulations of the California Apprenticeship Council.

d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program’s standards shall not be required to submit any additional application in order to include additional public works contracts under that program. “Apprenticeable craft or trade,” as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, “contractor” includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would
be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

i) A contractor covered by this section who has agreed to be covered by an apprenticeship program’s standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:
   (i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
   (ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.
   (iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.
   (B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.
(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5

**Labor Code § 1810.**
Eight hours labor constitutes a legal day’s work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**Labor Code § 1811.**
The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**Labor Code § 1812.**
Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**Labor Code § 1813.**
The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any
one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**Labor Code § 1815.**
Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
Appendix E
CONTRACTOR AFFIDAVIT

I declare under penalty of perjury under the laws of the State of California that:

1. I am the [Owner/Officer/Partner] of [Company] and I am responsible for the payment of persons employed by [Company] who performed work on the [Project].

2. During all payroll periods from ___________ through ___________, all persons employed by [Company] on this project have at all times been paid the specified general prevailing-rate of per diem wages and any amounts due pursuant to California Labor Code Section 1813.

Executed and sworn to this __________ day of __________________________, 20____.

________________________________________________________________________

(Officer, Owner, Partner)
This RFP is also available for download at [http://www.zone7water.com/business/construction-business-opportunities](http://www.zone7water.com/business/construction-business-opportunities).

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<td>Servicemaster Restore</td>
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<td>Art Cuevas Landscaping</td>
<td>3990 Mira Loma Way,</td>
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<tr>
<td>Block BY Block</td>
<td>640 South Fourth Street, Suite 110</td>
</tr>
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EXHIBIT G – MAP OF SERVICE AREA
ATTACHED