
Request for Proposal

Removal and disposal of in-house
generated and illegally dumped
hazardous waste

East Bay 
Regional Park District
www.ebparks.org

Issue Date: June 24, 2019
Due Date: 5:00pm, July 31, 2019

East Bay Regional Park District
Request for Proposal
**Removal and Disposal of In-House Generated and Illegally Dumped
Hazardous Waste**

ISSUE DATE: June 24, 2019
CONTACT: Paul Ferrario
pferrario@ebparks.org
510-544-2158

PROPOSAL DUE DATE: 5:00pm on July 31, 2019
SUBMITTAL LOCATION: Hand deliver, U.S. mail, courier, or email proposal to:
pferrario@ebparks.org
East Bay Regional Park District
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, CA 94605

REQUEST FOR PROPOSAL CONTENT:

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SECTION I

NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT (“District”) will receive sealed proposals via hand delivery, U.S. mail, courier, or email to pferrario@ebparks.org for the removal and disposal of in-house generated and illegally dumped hazardous waste by 5:00 pm July 31, 2019. Under no circumstances will proposals be accepted after the specified proposal due date and time.

PROJECT DESCRIPTION

The District is seeking proposals from experienced, reputable, and qualified hazardous materials removal contractors who wish to enter into one-year, on-call contracts with the District to perform a variety of hazardous material removal tasks throughout the East Bay Regional Park District.

PROPOSALS

All proposals must be complete and submitted on time. Contractors are encouraged to include any relevant information about their qualifications that is not covered in the proposal form. The accepted proposal will be included as part of the specifications and conditions of the final agreement. Bidders must be prepared to make all determinations of feasibility necessary to complete the proposal.

The District reserves the right to reject any and all proposals, to modify the terms of the Request either before or after the deadline for submission of proposals, to negotiate with one or more of the submitters, to call for additional proposals, to refrain from accepting any proposal, or to elect to perform work in only part of the project area. All proposals become the property of the District, and once a successful bidder is identified or all proposals are rejected, shall be deemed public records and subject to public disclosure laws.

Proposals shall be submitted with attachments and shall conform to the requirements set forth in these instructions. Award of this Contract will be based on the most qualified bidder and the best value to the District, as indicated by several selection criteria, including the contractor’s qualifications, the quality of the proposal and the work cost estimates. The District will carefully investigate each submitter’s background and experience in managing hazardous waste removal and in complying with all required local, State and Federal rules and regulations. Further details are in the “General Responsibilities” section and the “Instructions to Bidders” of this document.

LIST OF REQUIRED ITEMS IN BID

The following forms/sheets must be completed and submitted on or before the submittal deadline.

DOCUMENTS TO BE RETURNED WITH BIDS	
1	List of Licenses, Permits, Certifications, Exemptions
2	Signature Page
3	Customer Reference Sheet
4	Bid Sheet
5	Other Services
6	Grand Total of 1 through 5

Failure to complete, sign (where required), and return the above bid documents with your bid may render it non-responsive and may be rejected by the District.

1.0. STATEMENT OF PURPOSE

- 1.1. The purpose of this Request for Proposal (RFP) is to define the District's minimum requirements and gain adequate information by which the District may evaluate services offered by contractors or vendors. As used herein, the term contractor shall mean the contractor, its employees, and agents.
- 1.2. The District is soliciting proposals to establish contract(s) with one or more qualified firm(s) to provide District-wide Hazardous Waste Disposal Services for any District facility or open space holding regardless if the hazardous waste is in-house generated or illegally dumped. All services shall be provided in accordance with the Scope of Work contained herein.
- 1.3. The District reserves the sole and independent right to make an award in whole or in part or any varying combination (split bid) if deemed to be in the best interest of the District. The award may not necessarily be to the lowest bidder, but to the vendor determined to be professionally and technically able to render services and perform associated work in support of the District and to fulfill all contract requirements while providing the best value to the District.
- 1.4. Services are to be rendered as specified within the guidelines provided by this RFP in its entirety. This RFP details deliverables and terms and conditions as required by the District.

SECTION II

2.0. SERVICE DURATION

- 2.1. Period of performance for this service is one (1) year from the date the initial Purchase Order is issued. The District reserves the right to extend the service duration for five (5) additional periods in one-year increments, representing a total service term of not more than six (6) years, providing the District notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the service expiration date. Should the term of this service be extended, new annual Purchase Orders representing the renewed period will be provided.

SECTION III

SCOPE OF WORK

- A. Responding firms shall comply with all applicable state and federal laws and regulations governing the safe identification, clean-up (remediation), collection, packaging, handling, transport, and disposal of hazardous waste from the District facilities or open space on a weekly, monthly, quarterly and/or a requested basis for pickup and disposal services. The selected qualified firms shall have demonstrated expertise in the disposal of hazardous wastes, including, but not limited to the following major tasks: beginning with 3.1, below.
- B. Pursuant to the provisions of this contract, the contractor shall fully perform and complete all tasks, services and other work as set forth in this Scope of Work. The contractor shall present satisfactory evidence of proper licensing in the business of providing hazardous waste hauling and disposal services required by this contract and that they are fully prepared with the necessary capital, materials, labor and machinery as may be required or specified under requirements.

3.1. WASTE HANDLING, ACCUMULATION AND PACKAGING

- 3.1.1. Identify and label hazardous wastes generated by District facilities or illegally dumped on District open space.
- 3.1.2. Provide pickups of hazardous waste as per pick up schedules provided by different District facilities.
- 3.1.3. Identify and segregate all unknown chemicals and wastes.
- 3.1.4. On each non-emergency request for service, contractor shall arrive within seventy-two (72) hours.
- 3.1.5. Emergency collection and hauling of hazardous wastes shall be done within four (4) hours of request, including waste profiling. The response shall include emergency pickup, dispatch of appropriate emergency response team and required tools.
- 3.1.6. Organize all hazardous waste materials for transport.
- 3.1.7. Attachment 4, BID SHEET of this RFP contains an inventory of hazardous materials categories that the District currently generates or may have a potential to generate in the future.
- 3.1.8. Contractor shall not charge a minimum charge, minimum fee, or mobilization fee for any service provided.

3.2. WASTE TRANSPORTATION

- 3.2.1. Transport hazardous wastes collected from District facility to disposal sites for recycling, fuels blending, treatment, neutralization, transformation, destruction, incineration, or another disposal method.
- 3.2.2. Successful Bidders shall provide a copy with original signature of all manifests and/or bills of lading to the District personnel prior to transporting hazardous waste from the sites
- 3.2.3. Successful Bidders shall be able to manifest all hazardous waste lawfully and efficiently to the satisfaction of the Department of Toxic Substances Control (DTSC), California DOT, US DOT, and EPA permitted disposal facilities.
- 3.2.4. Accept for transport only containers that appear to be intact and show no sign of leakage or other visible packaging deficiencies. Contractor will be responsible for overpacking if required to dispose of the materials safely. District may be billed accordingly.
- 3.2.5. Responsibility for the waste and materials shall pass to the contractor upon the completion of loading materials and waste into the vehicle of said contractor and the execution of necessary shipping documentation.
- 3.2.6. All vehicles and drivers used for the transportation of waste shall be in accordance with all applicable Federal and State regulations, including, but not limited to, CA DOT ACT.
- 3.2.7. All employees that transport hazardous waste materials shall possess a driver's license (with hazmat endorsement) for the appropriate vehicle(s) driven along with the required training for handling hazardous wastes.
- 3.2.8. It shall be the sole responsibility of the contractor to become familiarize with the physical locations, approach road and travel time to each District facility.

3.3. DISPOSAL AND TREATMENT

- 3.3.1. In compliance with the state and federal laws and based on different categories of hazardous waste, the responding firm shall propose appropriate disposal method for different categories of waste and in consultation with the District, process disposal of waste in a safe manner and in compliance with all applicable federal, state, and local

regulations.

- 3.3.2. Use the following preferred order of hazardous waste disposal methods to process disposal of generated waste in a safe and scientific manner.
 - a. Beneficial Reuse, Reclamation, Recycling
 - b. Elementary Neutralization, Fuel Blending, Treatment
 - c. Destruction via incineration
 - d. Licensed Permitted Hazardous Waste Landfills
- 3.3.3. Responding firms to remain aware of current costs and analytical requirements (including waste profiling, sampling and analysis) for disposal of hazardous wastes at approved California Department of Toxic Substances Control (DTSC)/Environmental Protection Agency (EPA) permitted disposal facilities.

3.4. MATERIAL

- 3.4.1. Provide all necessary supplies, material, equipment and labor required for proper separation, containerization, handling, transport, and disposal of hazardous waste collected by District staff.
- 3.4.2. Contractor must be able to provide an adequate number of recovery drums and absorbent materials for on-site solidification.
- 3.4.3. Contractor shall have all the proper necessary equipment/tools, such as lift-gate vehicle, pumping capability, barrel dollies and other equipment, as required, to remove materials from storage/containment area without the assistance of District staff or equipment. There shall be no additional charge or fee for durable tools such as *Sawzall*, owned by the contractor.
- 3.4.4. Contractor shall have adequate personnel and equipment to perform all tasks without assistance from District employees or District equipment. Contractor shall have all equipment to load, pump, or remove HAZMAT items from the storage/holding areas.
- 3.4.5. Contractor shall not charge District for personal protective equipment such as "Tyvek" type suits, eye and face protection, protective gloves, respiratory protection, etc.
- 3.4.6. Any collection container (drum, box, etc.) picked-up shall be replaced with like-kind for future use, unless specified otherwise by District Department/Division.
- 3.4.7. Contractor should have the capability to pump liquid materials from District containers/drums in holding area to contractor's collection vehicle. Vehicle shall have a meter/counter to verify quantity pumped.

3.5. SPILLS

- 3.5.1. Ensure that all employees current in CFR 1910.120 HAZWOPER training in the use of the spill containment and cleanup equipment.
- 3.5.2. Provide personal protective equipment for contractor's personnel, as well as, fire extinguishers, absorbents, floor coverings, and other necessary spill containment materials for their work area(s).
- 3.5.3. In the case of any spill of waste caused by the contractor, the contractor must take immediate steps to contain and clean up the waste in accordance with the procedures specified in contractor's spill prevention plan.
- 3.5.4. Submit a written accident report to the District within 48 hours of the occurrence of any spill of waste caused by the contractor on District premises. A copy of the report shall be kept on file by the contractor for a minimum of three (3) years from the date of submission.

3.6. EMERGENCY AND URGENT RESPONSE

- 3.6.1. Provide a *spill prevention and emergency response plan* for all services performed pursuant to its contract with the District.
- 3.6.2. Provide emergency-urgent response or technical services at the request of the District. Emergency-urgent response incidents demand prompt attention.
- 3.6.3. When a designated District representative contacts the contractor with an urgent emergency response request, the contractor is required to respond within 4 hours of notification. Contractor is required to respond with the appropriate staff, equipment and tools necessary to remediate the incident to protect human health and the environment.

3.7. RECORDKEEPING AND REPORTS

- 3.7.1. Certificates of destruction, treatment, or disposal must be received within the applicable DTSC regulatory requirements and within 13 months of the waste shipment. The District will continually evaluate the contractor's performance on providing certificates of destruction in a timely manner.
- 3.7.2. Duly authorized representatives of the District shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this RFP. The contractor shall retain all documents associated with this contract (including copies of all required hazardous waste records and reports) for a period not less than four years after final payment is made.
- 3.7.3. It is required that all records (e.g. certificates of treatment or disposal, manifests, land ban forms, drum inventory sheets, shipping papers, waste analysis reports) be returned to the address requested by the Designated District Representative. This may be different from the manifest mailing address or the waste generation location address.
- 3.7.4. The contractor shall complete the hazardous waste manifests and all other shipping papers in accordance with all applicable regulations.

3.8. GENERAL RESPONSIBILITIES

- 3.8.1. After award of the contract, general responsibilities of the contractor will be included but not limited to the following:
- 3.8.2. The contractor shall be responsible for operationalization, maintenance and upkeep of all equipment / machines used for waste disposal service. The District shall not be responsible for any legal penalty and consequences in any such cases.
- 3.8.3. The contractor shall recruit / deploy its own adequate skilled manpower and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. The District shall not have responsibility direct or indirect in meeting such obligations.
- 3.8.4. The Contractor shall complete all work in accordance with the Contract Documents and subsequent Change Orders, and written Field Directives. The Contractor shall do all work and furnish all labor, materials, tools, appliances, equipment, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, all other facilities, and incidentals necessary to furnish, perform, test, start-up, and complete the work within the term period stipulated in the Agreement; except as otherwise specifically expressed within the Contract. The right of general supervision by the District shall not make the Contractor an agent or employee of the District, and the liability of the Contractor for all damages to persons or to public or private property arising from the contractor's execution of the work shall not be lessened because of such general supervision. Neither the presence of

- any District Officer, director, agent, employee, consultant, or independent testing/inspection service hired by the District, nor their general review or approval of any work shall relieve the Contractor from its obligations to perform the work in accordance with the Contract Documents.
- 3.8.5. The contractor shall provide adequate training & personal protective equipment to the staff to ensure occupational safety and to maintain compliance with all Cal/OSHA regulations.
 - 3.8.6. All safety and security precautions, including fire or theft, shall be the responsibility of the District about District premises, equipment, fixtures & furniture.
 - 3.8.7. Contractor warrants that all persons employed by them have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.
 - 3.8.8. All employees of the contractor shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on District property or at any work site specified by the District during performance of the contract.
 - 3.8.9. Service updates notification: Provide written service updates as requested by the District/department regarding anticipated changes, which might affect removal, transport and disposal procedure/requirements or costs. The contractor shall provide District notice of such change thirty (30) days prior to the date the change is proposed. Any change shall be agreed to in writing by the District before becoming effective.
 - 3.8.10. All contractor's work shall be performed under the supervision of a trained supervisor, who shall be responsible for the conduct and workmanship of the contractor's employees. Supervision shall be provided at the contractor's expense. Said supervisor shall be required to make necessary reports and manifests, and to work directly with District personnel in carrying out contract requirements.
 - 3.8.11. Licensing/permits: Contractor shall list and provide all required local, state and federal ID numbers/licenses/permits related to hazardous waste preparation, transportation and disposal, including those disposal sites identified as ownership interest. Contractor must be a valid California registered hazardous waste hauler at the time of bid. Contractor must have the following regulatory licenses and certifications:
 - EPA identification number
 - Hazardous material transportation license
 - EPA acknowledgement of notification of hazardous waste activity
 - Hazardous substances removal and remedial actions certifications
 - California contractors state license board with "HAZ" designation
 - California DMV license with "H" designation (as it applies)
 - 3.8.12. No performance of this contract or any portion thereof may be assigned or subcontracted by the contractor without express written consent of the District. Any attempt by the contractor to assign or subcontract any performance of this contract without the express written consent of the District shall be invalid and shall constitute a breach of any contract resulting from this solicitation.
 - 3.8.13. If the contractor is authorized by the District to subcontract, this contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this contract in any way that the District expects to receive services. The District shall look to the contractor for performance and not deal directly with any subcontractor. All matters related to this contract shall be handled by the contractor with the District; the District will have no direct contact with the subcontractor in matters related to the performance of this contract. All work must meet the approval

of the District. All subcontractors identified shall be competent (by CAL OSHA definition and standards) and properly licensed in their respective disciplines and capable of performing the tasks for which they were hired.

- 3.8.14. The District reserves the right to require a contractor representative to visit each District facility to provide technical and contract management assistance, product support, and field support services.

SECTION IV

4.1. EVALUATION AND AWARD

- The District reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part (split bid) to more than one vendor (multiple awards-see section I, paragraph I.3), whichever is deemed in the best interest of the District.
 - Award of this Contract will be based on the most qualified bidder and the best value to the District, as indicated by several selection criteria, including the contractor's qualifications, the quality of the proposal and the work cost estimates. The District will carefully investigate each submitter's background and experience in managing hazardous waste removal and in complying with all required local, State and Federal rules and regulations.

4.2. PAYMENT

- The contractor shall be paid in accordance with invoice(s) submitted. Invoices shall be submitted to the Bill-to address as specified on the District's purchase order. District will make payment within 45 days of receipt of accurate and complete invoice.

SECTION V

5. GENERAL INFORMATION

The use, storage and transportation of hazardous materials and the generation and transportation of hazardous wastes are issues of increasing importance in the protection of life, the environment, and property in District. The prevalence of businesses routinely storing and handling hazardous materials and hazardous wastes has promoted an increasing awareness and concern for the public's health and safety.

Hazardous waste disposal services are currently provided on an as needed basis with different contractors. The District intends to enter a District-wide contract with one or more qualified hazardous waste contractor(s).

5.1. CATEGORIES OF HAZARDOUS WASTE

The Environmental Protection Agency (EPA), which regulates hazardous waste under Subtitle C of the Resource Conservation and Recovery Act (RCRA) considers a waste hazardous waste if it is dangerous or potentially harmful to human health or the environment. Hazardous waste can be liquids, solids, gases, or sludges and can be discarded household, industrial, or commercial products such as oil, paint, certain electronics waste, cleaning fluids or pesticides, or the by-products of a manufacturing process. Contractor may be assigned to remove various materials that can be categorized as the following types of hazardous waste including but not limited to illegally dumped and/or unidentified materials. Overall, hazardous wastes are categorized as follows:

- A. **Household Hazardous Wastes:** This includes used and leftover household products that contain, corrosive, toxic, ignitable, or reactive constituents. Examples are medical waste, used oil, paints, cleaners, batteries, pesticides, and light bulbs/lamp. Since these contain potentially hazardous ingredients, improper disposal can lead to human health risks and environmental pollution. Proper and safe management of hazardous wastes is important in the collection, reuse, recycling, and disposal stages which are mostly facilitated by the municipalities or local governments and specified by EPA in household hazardous waste regulations.
- B. **Industrial Hazardous Wastes:** The primary generators of industrial hazardous wastes in any region are industrial facilities, manufacturing and processing units, workshops and maintenance units, nuclear facilities, chemical units, pigments, sludges, metals, ash, paints etc.
- C. **Universal Waste:** Federal regulations have designated hazardous wastes such as batteries, pesticides, mercury-containing equipment, and light bulbs/lamps/fluorescent, electric waste as universal wastes. This is a way to streamline them separately and control and facilitate proper collection, storage, recovery or treatment, and disposal that encourages reducing the quantity of such wastes going to landfills and incinerators and thereby increases recovery and recycling rates.
- D. **Characteristic Waste:** These are wastes that are defined based on their specific characteristics of ignitability, corrosivity, reactivity, and toxicity. Federal statute 40CFR§261 regulates these wastes as follows:
- **Ignitable** wastes are defined by their combustion capacity under conditions when they consist of waste oils and solvents. Laboratory solvents, paint-related wastes, organic solvents and oils, organic solids and semi-solids, organic liquids contaminated with PCBs, pharmaceuticals, gas cylinders, aerosol cans and non-liquids capable of causing and sustaining a fire due to friction, moisture absorption or spontaneous chemical changes. Also, water treatment, sanitizing and decontamination chemicals waste fall under this category waste.
 - **Corrosive wastes** like battery acids are characterized by their pH value – acids ($\text{pH} \leq 2$) and bases ($\text{pH} \geq 12.5$). Examples of this category waste are unstable or deteriorated laboratory chemicals (picric acid, ethers containing peroxides), water reactive metals (sodium, lithium, and phosphorus), toxic gas emitters, cyanide and sulfide bearing wastes, materials capable of detonation or explosive reaction or forbidden and Class A and Class B
 - **Reactive wastes** include lithium-sulfur batteries and explosives that can cause explosions, toxic fumes, or gases and;
 - **Toxic wastes** that are harmful to human health or environment when inhaled or ingested or disposed. Examples of toxic wastes include mercury and lead.
- E. **Mixed Waste:** These are wastes that contain both radioactive and hazardous waste components making them complicated to regulate. Low Level Mixed Wastes (LLMW) are generated from sources such as industrial, hospital, and nuclear power plant facilities and from processes such as medical diagnostic testing and research, pharmaceutical and biotechnology development, pesticide research, and nuclear power plant operations. The other two types are High Level Mixed Waste (HLW) and Mixed Trans Uranic Waste (MTRU). Some examples of mixed waste are mixtures of plastics, metals, glass, paper and textiles along with other nondescript junk.

5.2. COMMON DISPOSAL METHODS

The following are common methods of hazardous waste disposal practiced in United States and worldwide.

- A. **Hazardous Waste Landfills:** These are technically designed areas where hazardous waste is disposed scientifically under permit by a state or local government. They are characterized by liners that prevent seepage of leaches into the groundwater.
- B. **Treatment, Recovery & Recycling:** Wastes are also good sources of raw materials. Hazardous Wastes can go through an approved treatment process to recover materials from the waste and recycling of those materials or the treated product.
- C. **Incineration:** This method burns waste in a controlled manner at an approved hazardous waste incineration facility and may generate electricity through waste-to-energy technologies.

SECTION VI

INSTRUCTIONS TO BIDDERS

- A. Costs for developing proposals are entirely the responsibility of the bidder.
- B. Responding to the RFP shall not be chargeable in any way to the District. This RFP is not in any way to be construed as an agreement, obligation, or other contract between the District and any person or firm submitting a proposal.
- C. Proposals are to be straightforward, clear, concise and specific to the information requested. Expensive bindings, colored displays, promotional materials, brochures, digital presentations, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. Responses are to be in the sequence set forth in this Section of the RFP, and are to be numbered and labeled as set forth herein. In order for proposals to be considered complete, Contractors must provide all information requested on the forms (Exhibits) provided or equivalent information as indicated. Required supporting documentation should be included as attachments and should be appropriately identified and labeled.
- D. All proposals will become the property of the District and will not be returned to the Proposer. The District reserves the right to use any or all of the ideas presented in any proposal submitted in response to an RFP without charge or limitation. The selection or rejection of a proposal does not affect these rights.
- E. The District may request clarification or additional information from Contractors at any point prior to the award of contract. The District reserves the right to negotiate the actual Agreement details after the contractor has been selected.
- F. Proposals shall be reviewed by the District and those deemed to be most qualified in the sole discretion of the District may be scheduled for an interview if deemed necessary by the District.
- G. The District does not discriminate on the basis of race, color, ancestry, religion, creed, national origin, gender, sexual orientation, physical handicap, age, marital status or any other protected characteristic in the award or performance of any contract or subcontract resulting from or relating to this contract.
- H. The proposal will not constitute an agreement, but rather, will supply provisions which will be incorporated by reference into an agreement between the parties for claims administration and ancillary services.

- I. The District reserves the right to withdraw this RFP at any time without prior notice. The District also makes no representation that any agreement will be awarded to any bidder responding to this RFP. The District expressly reserves the right to reject any and all proposals and to be the sole judge of the responsibility of any bidder and of the suitability of the materials and/or services to be rendered. The District reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term “minor” as used herein means any bidder or District irregularities or oversights that do not materially affect or alter the intent and purpose of this RFP, and do not provide an unfair advantage to a bidder.
- J. Any party submitting a proposal shall not lobby any District Board member, District employee or agent on any matter related to this RFP between issuance of the RFP and awarding of the contract for service. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their bid rejected for violating this provision of the RFP.
- K. With regard to any proposal sent by mail to the District, the proposer shall be solely responsible for its delivery to the District prior to the date and hour set forth herein. Any proposals received subsequent to the date and hour set forth herein, because of delayed mail delivery or any other reason, will not be considered by the District.
- L. The District reserves the right to reject any or all of the proposals received, to negotiate with qualified proposers, or to cancel the request for proposals in part or in its entirety without explanation to the proposers.

SECTION VII

- 4. **ATTACHMENTS AND EXHIBITS** – All of the attached forms must be completed and submitted as part of contractor’s proposal.
 - 4.1. ATTACHMENT 1: LICENSES, PERMITS, CERTIFICATIOSN AND EXEMPTIONS
 - 4.2. ATTACHMENT 2: SIGNATURE PAGE
 - 4.3. ATTACHMENT 3: CUSTOMER REFERENCE STATEMENT
 - 4.4. ATTACHMENT 4: BID SHEET
 - 4.5. ATTACHMENT 5: OTHER SERVICES

Licenses, Permits, Certifications, and Exemptions

Description	Purpose	Indicate Agency Issuing Authority	Permit Number	Expiration Date
Liquid Waste Hauler Permit	Dispose of Liquid Waste			
Packaging Exemptions	Transportation of cyanide salts with acids in the same transport vehicle			
Packaging Exemptions	Transportation of certain flammable and non-flammable aerosols			
Packaging Exemptions	Transportation of paints in a cubic yard box or roll off			
Packaging Exemptions	Transportation of poisons in combination packages			
Packaging Exemptions	Transportation of certain hazardous waste in lab- pack			
Packaging Exemptions	Transportation of lab-packs & non-bulk with marking 7 segregation relief			
Hazardous Waste Hauler	Registered Transporter			
State of California A-General Engineering Contractor License	Perform Hazardous waste related services			
Federal Highway Administration Motor Carrier	Registered Transporter			
Hazardous Waste Hauler	Registered Transporter			
Transporter Identification	Registered Transporter			

RETURN WITH BID

SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

___ Customer Reference Statement

___ Documents to be Returned

___ Other

FIRM/COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP+4 _____

PHONE NUMBER _____ FAX NUMBER _____

POINT OF CONTACT EMAIL: _____

COMPANY WEBSITE URL: _____

PRINT NAME: _____

BY: _____ DATE

SIGNATURE

RETURN WITH BID

CUSTOMER REFERENCE STATEMENT

IFB Number: _____

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last three (3) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Type of Service:	
Dates(s) when service provided	

RETURN WITH BID

BID SHEET
PART I: HAZARDOUS MATERIALS

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUND EACH
 IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS
 INDICATED (PER POUND, PART I). **EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE
 DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS
 NOT EXPRESSED IN UNITS AS SPECIFIED.**

Facility Disposal – Materials Management Fee Schedule (including packaging supplies). Include the Waste
 Management Method (WMM) and Handling/Packaging Method (HM) to be used in a waste category, container size,
 and or packaging method.

Size of Meter Box:

Length	Width	Height	Volume by Cubic	Volume by Gallon
50 CM	50 CM	50 CM	0.125	33

WASTE CATEGORY	WMM*	HM**	Meter Box 0.125 CM	85 Gallon Drum	55 Gallon Drum	30 Gallon Drum	20 Gallon Drum	10 Gallon Drum	5 Gallon Drum	Other	Cost Per Pound
1. Flammable Solids											
2. Flammable Liquids											
3. Bulked Flammable Liquids											
4. Oil-base Paint & Related											
5. Poison Solids											
6. Reactive											
7. Inorganic Acid											
8. Organic Acid											
9. Inorganic Base											
10. Organic Base											
11. Neutral Oxidizer											
12. Organic Peroxide											

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH

*WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION,

E=NEUTRALIZATION, LF=LANDFILL

**HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME: _____ DATE: _____

AUTHORIZED REPRESENT. (PRINT) _____ SIGNATURE: _____

RETURN WITH BID

PART 1, CONTINUED

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR MUST ANNOTATE PRICE PER UNIT AS INDICATED (PER POUND, SECTION I). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

WASTE CATEGORY	WMM*	HM**	Meter Box	85 Gallon Drum	55 Gallon Drum	30 Gallon Drum	20 Gallon Drum	10 Gallon Drum	5 Gallon Drum	Other	Cost Per Pound
13. Oxidizing Acid											
14. Oxidizing Base											
15. Ammonium Nitrate Fertilizers											
16. PCB-Containing Paint											
17. Other PCB Waste											
18. Corrosive Aerosols											
19. Flammable Aerosols											
20. Antifreeze											
21. Latex Paint (Recyclable)											
22. Latex Paint (Non-Recyclable)											
23. Lead Acid Batteries (Auto)											
24. Motor Oil											
25. Oil Filters											
26. Mercury											
27. Mercury-Containing Devices											

*WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL

**HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE (PRINT): _____ DATE: _____

SIGNATURE: _____

RETURN WITH BID

PART 1, CONTINUED

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER POUND). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNIT AS SPECIFIED.

WASTE CATEGORY	WMM*	HM**	Meter Box	85 Gallon Drum	55 Gallon Drum	30 Gallon Drum	20 Gallon Drum	10 Gallon Drum	5 Gallon Drum	Other	Cost Per Pound
28. Fluorescent Light Tubes (Broken)											
29. Household Batteries – Alkaline											
30. HH Batteries – Lead Acid											
31. HH Batteries – Nickel Cadmium											
32. HH Batteries – Mercury											
33. HH Batteries – Lithium											
34. Electronic Ballasts											
35. Class 9 Non-RCRA Solids											
36. Class 9 Non-RCRA Liquids											

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH
***WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL**
****HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID**

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE (PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER POUND, SECTION I). THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

RETURN WITH BID

PART 1, CONTINUED

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER POUND, SECTION I). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

WASTE CATEGORY	WMM*	HM**	Meter Box	85 Gallon Drum	55 Gallon Drum	30 Gallon Drum	20 Gallon Drum	10 Gallon Drum	5 Gallon Drum	Other	Cost Per Pound
37. Asbestos											
38. Treated Wood											
39. Propane/CNG Cylinders											
40. Helium Tanks											
41. Oxygen Tanks											
42. Empty Containers											
TOTAL COST SECTION I ITEMS I THROUGH 42: \$__											

**USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 LBS. EACH.
 *WASTE MANAGEMENT METHOD - R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL
 HANDLING METHOD - BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME _____
 AUTHORIZED REPRESENTATIVE _____
 (PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT: ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE DISTRICT. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID

PART 2:

**PUMPING OF HAZARDOUS MATERIALS FROM DISTRICT
CONTAINER/DRUMS TO CONTRACTOR COLLECTION VEHICLE
INCLUDING HAULING AND DISPOING**

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER GALLON, SECTION II). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

DESCRIPTION OF MATERIAL	PRICE PER GALLON
1. SS-I OIL MIXED WITH DIESEL OR SOY BASED CLEANER	\$ _____ GAL
2. MOTOR OIL	\$ _____ GAL
3. ANTIFREEZE	\$ _____ GAL
4. HYDRAULIC OIL	\$ _____ GAL
5. OTHER LIKE FLUIDS	\$ _____ GAL
TOTAL COST SECTION II, ITEMS I THROUGH 5	\$ _____ TOTAL

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE (PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER GALLON, SECTION II). THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

IMPORTANT: ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE DISTRICT. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID

PART 3: LIGHT BULBS

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (EACH, SECTION III). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS. AS SPECIFIED.

1. FLUORESCENT BULBS INTACT SIZE ONE (1) FOOT	\$_____ EACH
2. FLUORESCENT BULBS INTACT SIZE TWO (2) FOOT	\$_____ EACH
3. FLUORESCENT BULBS INTACT SIZE (THREE (3) FOOT	\$_____ EACH
4. FLUORESCENT BULBS INTACT SIZE FOUR (4) FOOT	\$_____ EACH \$
5. FLUORESCENT BULBS INTACT SIZE FIVE (5) FOOT	\$_____ EACH
6. FLUORESCENT BULBS INTACT SIZE SIX (6) FOOT	\$_____ EACH
7. FLUORESCENT BULBS INTACT SIZE SEVEN (7) FOOT	\$_____ EACH
8. FLUORESCENT BULBS INTACT SIZE EIGHT (8) FOOT	\$_____ EACH
9. CIRCULAR FLUORESCENT BULBS INTACT	\$_____ EACH
10. COMPACT FLUORESCENT BULBS INTACT	\$_____ EACH
11. INCANDESCENT BULBS INTACT	\$_____ EACH
12. U-TUBE FLUORESCENT BULBS INTACT	\$_____ EACH
13. OTHER INTACT BULBS	\$_____ EACH
TOTAL COST SECTION II, ITEMS I THROUGH 13	\$_____ TOTAL

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE (PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER GALLON, SECTION II). THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

IMPORTANT: ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE DISTRICT. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID

PART 4: CONTAINER COST PER UNIT (EACH)

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (EACH, SECTION IV). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

1. 5 GALLON POLY DRUM	\$_____EACH
2. 15 GALLON POLY DRUM	\$_____EACH
3. 30 GALLON POLY DRUM	\$_____EACH
4. 55 GALLON POLY DRUM	\$_____EACH
5. 5 GALLON STEEL DRUM	\$_____EACH
6. 15 GALLON STEEL DRUM	\$_____EACH
7. 30 GALLON STEEL DRUM	\$_____EACH
8. 55 GALLON STEEL DRUM	\$_____EACH
9. 85 GALLON STEEL DRUM	\$_____EACH
10. CUBIC METER BOX	\$_____EACH
TOTAL COST SECTION II, ITEMS I THROUGH	\$_____TOTAL

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE _____

(PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER GALLON, PART II). THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

IMPORTANT: ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE DISTRICT. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID

PART 5: OTHER SERVICES

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (EACH, PER HOUR, PER TRIP, ETC. SECTION V). EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

1. LAB TESTING/IDENTIFICATION OF SUBSTANCE(S)	PER TEST: \$
2. HAZMAT TECHNICIAN	PER HOUR: \$
3. HAZMAT SUPERVISOR	PER HOUR: \$
4. HAZMAT SITE SAFETY OFFICER	PER HOUR: \$
5. ANNUAL AWARENESS TRAINING FOR DISTRICT STAFF	PER HOUR: \$
6.. ANALYTICAL REQUIREMENTS (WASTE PROFILING, SAMPLING	PER TEST: \$
TOTAL COST LINE ITEMS I THROUGH 5, PART 5	\$_____ TOTAL

PART 6: GRAND TOTAL OF PARTS I to 5

PLEASE INCLUDE A PRICE LIST OF OTHER GOODS/SERVICES VENDOR MAY OFFER. PROPOSED COST SUMMERY SHEET

TOTAL COST PART 1	\$
TOTAL COST PART 2	\$
TOTAL COST PART 3	\$
TOTAL COST PART 4	\$
TOTAL COST PART 5	\$
GRAND TOTAL COST PART I-5	\$

COMPANY NAME: _____
 AUTHORIZED REPRESENTATIVE
 (PRINT): _____ DATE: _____

SIGNATURE: _____

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AS INDICATED (PER GALLON, SECTION II). THE DISTRICT RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

IMPORTANT: ALL VENDOR’S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE DISTRICT. VENDOR’S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID

EAST BAY REGIONAL PARK DISTRICT STANDARD CONTRACT FOR SERVICES (Over \$10,000)

Department:	District Contact:
Contact's E-mail:	Contact's Phone No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Agreement are the East Bay Regional Park District ("District") and the following named Contractor:

Company: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Phone: _____ Email: _____

2. Term. The effective date of this Agreement is _____ and it terminates _____ unless extended or terminated as provided herein.

3. Scope of Contract

a. During the term of this Agreement, Contractor will provide all labor, materials, tools, equipment and services as documented in **Attachment A, Scope of Work**, attached hereto and made a part hereof. Contractor's work will be scheduled and performed to meet agreed-upon deadlines. Time is of the essence in performance of this Agreement.

b. Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will be the point of contact with District, make any presentations, attend any public hearings and supervise all services under this Agreement will be _____.

c. District will be responsible for performances described in **Attachment B, District's Obligations** (unless addressed in Attachment A), attached hereto and made a part hereof. The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification will be the District Contact identified above.

4. Payment

a. Compensation: District will compensate Contractor for services as set forth in the rate schedule documented in **Attachment C, Rate Schedule** (unless addressed in Attachment A)

attached hereto and made a part hereof. District's total payments to Contractor under this Agreement will not exceed \$_____ ("Payment Limit") for all services rendered and all reimbursable expenses. District will not pay for services that exceed the Payment Limit unless District has approved a contract amendment in advance. All reimbursable expenses incurred as part of this Agreement will be reimbursed at actual cost, and no expenses will be advanced by District.

b. Time of Payment: Contractor will submit his/her compensable hours and reimbursable expenses monthly, and District will make payments on the approved reimbursable expenses within forty-five (45) days, provided that the amount paid Contractor will not exceed that percentage of the Payment Limit which equals the percentage of Contractor's work completed at the time.

5. Insurance Requirements.

Contractor will have and maintain the policies set forth in the **Attachment D, Insurance Requirements**, attached hereto and incorporated herein by reference. **Contractor must provide all insurance coverage, certificates and endorsements required by this Agreement before the District will execute this Agreement. The insurance coverage must be kept current during the term of this Agreement for payments to continue to be authorized.** All policies, endorsements, certificates, and/or binders will be subject to approval by District as to form and content. These requirements are subject to amendment or waiver only if approved in writing by District. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

6. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services under this Agreement, Contractor will be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and will retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor will be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and will be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

7. Brokers and Agents

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor will indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

8. Compliance with Laws

Contractor will comply with all federal, state and local laws and regulations applicable to his/her work hereunder. Contractor will use his/her professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate government agency(s) and authorities having jurisdiction over the project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of project. Where applicable, Contractor will comply with all mitigation measures identified in the project's environmental review documents.

9. Certification of Eligibility

By signing this Agreement, Contractor certifies that Contractor and any subcontractors are not listed as ineligible on the System for Award Management (SAM), a GSA administered website (<http://www.sam.gov>).

10. Termination of Agreement for Convenience

District may terminate the whole or any part of this Agreement for convenience and without cause at any time. In such event, District will give written notice of such termination. In the event of such termination, Contractor will have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor will present to District a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time will not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, will be payable by District within thirty (30) days following submission of a final statement by Contractor.

11. Nondiscrimination

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or qualified applicant for employment on the basis of any legally protected classification including but not limited to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, or sexual orientation. Contractor and any subcontractors agree to comply with all nondiscrimination requirements for public contracting under State and Federal law. Contractor and Contractor's subcontractors will take affirmative steps to ensure that qualified applicants are employed and that employees are treated during employment without regard to their sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation or any other legally protected classification. This equal treatment will apply but not be limited to, the following: upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected classification.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause.

12. Labor Code/Prevailing Wages.

To the extent applicable, Contractor and Contractor's subcontractors will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and payment of prevailing wages as determined by the Director of California Department of Industrial Relations. Contractor will defend, indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Contractor or Contractor's subcontractors to pay applicable prevailing wage rates.

13. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, unless the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

b. District will have no responsibility to safeguard the equipment and property of Contractor or any of his/her subcontractors. District will have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her subcontractors from bodily or personal injury (including death).

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 13(a) above, Contractor will immediately notify District of such fact, and at District's option will either retain legal counsel reasonably acceptable to District to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

e. The provisions of this section will survive the termination or expiration of this Agreement.

14. Default

If Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement and Contractor's services thereunder, or
- c. Perform the obligations of the Contractor, whereupon Contractor will, on District's demand, reimburse District for any amounts paid, expenses, and/or damages incurred by District in the performance of such obligations, including District's increased cost in performing the work (if any), together with interest at the maximum rate allowed by law. District at its option may deduct any sum due to District from sums to be paid by District to Contractor.

The above remedies are in addition to any other remedies at law or equity District may have. Contractor will pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

15. Assignment

Contractor will not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District, and any attempt to assign or transfer without such prior written consent will be void. Consent to any single assignment or transfer will not constitute consent to any further assignment or transfer.

16. Contractors Books and Record/Audit

Contractor and Contractor's subconsultants, if any, will maintain any and all ledgers, books of account, invoices, vouchers, and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Agreement for a minimum of three (3) years, or such longer period required by law, from the date of final payment to Contractor by District. Any records or documents required to be maintained under this section will be made available to District for inspection and copying upon request. In accordance with California Government Code Section 8546.7, this Agreement and the Consultant's books and records related to this Agreement will be subject to the examination and audit of the State

Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

17. Advice of Counsel/Attorneys' Fees

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel. A presumption or rule that ambiguity be construed against the drafting party will not apply to the interpretation or enforcement of this Agreement.

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party will be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

18. Notices

If either party desires or is required to give notice to the other, such notice will be given in writing, and will be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District

 Attention: _____
 2950 Peralta Oaks Court
 Oakland, CA 94605
 Phone: _____
 Email: _____

CONSULTANT: _____

 Attention: _____
 Address: _____

 Phone: _____
 Email: _____

19. Governing Law

This Agreement will be construed and interpreted in accordance with the laws of the State of California. If either party brings any action, such action will be venued exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

20. Conflicts of Interest.

Contractor declares that Contractor has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. Contractor further declares that in the performance of this Agreement no subcontractor or person having such interest will be employed. No officer or

employee of the District with responsibility for review, approval or carrying out of the work to be performed will be hired by Contractor during the term of this Agreement.

21. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Attachments to this Agreement (Except for Attachment D, Insurance Requirements) conflict, directly or indirectly, with paragraphs 1 through 24 of the Agreement or Attachment D, the provisions of paragraphs 1 through 24 of the Agreement and Attachment D will control.

22. Severability

The unenforceability, invalidity or illegality of any provision will not render the other provisions unenforceable, invalid or illegal.

23. No Waiver

The waiver of any breach of a term or requirement of this Agreement does not constitute a waiver of any other breach of that term or requirement or any other term or requirement of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, manually or electronically, and all so executed will constitute one agreement which will be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on the same page. A facsimile signature and/or scanned and emailed signature will be binding upon any party as though it were an original.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, as of the day, month and year first herein above written.

EAST BAY REGIONAL DISTRICT:

CONTRACTOR:

By:

By:

AGM (up to \$25,000) or GM (over \$25,000)

Title:

Date:

Date:

ATTACHMENTS:

- Scope of Work Attachment A
- District Obligations Attachment B
- Rate Schedule Attachment C
- Insurance Requirements Attachment D

ATTACHMENT A
SCOPE OF WORK

THIS ATTACHMENT IS REQUIRED FOR ALL CONTRACTS

[DESCRIBE THE SCOPE OF WORK BELOW. IF USING A PROPOSAL OR BID AS THE SCOPE OF WORK, PLEASE LABEL IT “ATTACHMENT A – SCOPE OF WORK” AND ATTACH TO THIS CONTRACT IN PLACE OF THIS PAGE.]

Contractor will, to the satisfaction of District, perform the following services:

ATTACHMENT B
DISTRICT'S OBLIGATIONS

[DESCRIBE THE DISTRICT'S OBLIGATIONS BELOW. IF THE DISTRICT HAS NO OBLIGATIONS OTHER THAN PAYMENT, OR THE DISTRICT'S OBLIGATIONS ARE ADDRESSED IN ATTACHMENT A (SCOPE OF WORK), PLEASE WRITE "N/A" OR "NOT APPLICABLE" BELOW.]

ATTACHMENT C

RATE SCHEDULE

[DESCRIBE THE RATE SCHEDULE BELOW. IF ADDRESSED IN ATTACHMENT A (SCOPE OF WORK), OR IF THIS IS A LUMP SUM OR FIXED FEE CONTRACT, PLEASE WRITE "N/A" OR "NOT APPLICABLE" BELOW.]

ATTACHMENT D

INSURANCE REQUIREMENTS

Contractor will procure and maintain for the duration of the contract insurance against claims for injuries 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/her agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers’ Compensation: 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.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the contractor.

II. OTHER INSURANCE REQUIREMENTS

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

I. Additional Insured Status

The District, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage will be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Contractor's insurance and will not contribute with it.

3. Notice of Cancellation

Each of the above policies must contain a provision that the policy will not be cancelled or the terms or conditions thereof materially changed without **thirty (30) days' prior written notice to District**. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

4. Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

D. Verification of Coverage

Contractor will furnish the District with original 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 will 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 endorsements required by these specifications, at any time.

E. Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLCA Insurance Solutions PO Box 1330 Woodland CA 95776		CONTACT NAME: Christi Buchanan PHONE: 855-662-2522 FAX: 530-662-1710 (A/C, No, Ext): E-MAIL: christi.buchanan@arm-i.com ADDRESS:	
INSURED Contractor's Company Name 1234 Address City State Zip		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Wesco Insurance Company 25011	
		INSURER B: Mercer Insurance Company 14478	
		INSURER C: Security National Ins Co 019879	
		INSURER D: Admiral Insurance Company 24856	
		INSURER E: United States Liability Insurance 25895	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 04112017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Installation Floater GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> FRU-JECT <input type="checkbox"/> LOC OTHER:	X Y	WPP122645402	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Installation Floater \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X Y	WPP122645402	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS		27303853	1/1/2017	1/1/2018	EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	SWC1135805	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		FEI-ECC-23585-00	4/10/2017	4/10/2018	Occurrence/Aggregate
E	Professional Liability		SP 1562533	3/7/2017	3/7/2018	Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Any and All Work as per written agreement. East Bay Regional Park District, its officers, employees, and agents are additional insured with respects to Auto and General Liability and coverage is Primary and Non-Contributory per attached endorsements. Waiver of Subrogation applies to Workers' Compensation per attached endorsement.

The certificate holder will receive 30 days notice of cancellation. 10 days for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

East Bay Regional Park District Risk Management P. O. Box 5381 Oakland, CA 94605-0381	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gina Stanley/CHRIST <i>Dina Stanley</i>
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COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of radar.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9073835-14
RENEWAL
NF

0-49-08-03

PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2014 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AND EXPIRING OCTOBER 1, 2015 AT 12.01 A.M.
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

Contractor's Company Name
1234 Address
City, State Zip

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 25, 2014

Kent R. Van Lan
AUTHORIZED REPRESENTATIVE

Warren Steiner
PRESIDENT AND CEO