



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Curtis Paxton
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Craig K. Murray
Barry Nitzberg
Gary E. Robards
Crystal J. Yezman

September 6, 2024

To: Interested Parties

Re: **Request for Proposals (RFP) for
Construction Management and Inspection Services
Sewer Main Rehabilitation 2024 (with Inflow & Infiltration Reduction)
Job Nos. 24460-06 & 24460-07**

Dear Prospective Consultants:

Las Gallinas Valley Sanitary District is soliciting proposals from qualified consultants to provide Construction Management and Inspection Services for the Sewer Main Rehabilitation 2024 (with Inflow & Infiltration Reduction) Project. The project and scope of work are described in the enclosed RFP.

If you would like your firm to be considered, an electronic copy of your proposal in PDF format must be emailed to the attention of Michael P. Cortez at mcortez@lgsd.org cc: Irene Huang at ihuang@lgsd.org with the project name as subject heading, no later than **2:00 PM on September 16, 2024**. Proposer shall call the District Engineering Department at 415-472-1734 after submitting the proposal to confirm receipt prior to the deadline.

An interview process for the selection of a consultant, if deemed necessary by the District, is tentatively scheduled for September 17 or 18, 2024. Award of a contract for this RFP is scheduled for October 3, 2024.

Please contact Mike Cortez via email if you have any questions related to the contents and requirements of the RFP. Questions received after the inquiry deadline of August 29, 2024 may not be addressed.

Please call me at (415) 472-1033, extension 18 if you have any questions.

Sincerely,

Michael Cortez, PE
District Engineer

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
SEWER MAIN REHABILITATION 2024 (with Inflow & Infiltration Reduction)
JOB NOS. 24460-06 & 24460-07**

1.0 BACKGROUND

The Sewer Main Rehabilitation 2024 Project is generally described as:

- Rehabilitation of approximately 5,180 lineal feet of existing 6 and 8-inch sewer mains and trunk sewers at the following locations: Heatherstone Dr, Blackstone Dr, Peachstone Dr, Miller Creek Rd, Corte Miguel Easement, Las Gallinas Ave Easement, Heather Wy, Hibiscus Wy, Elena Cir, Trellis Dr, Garden Ave, Corrillo Dr, Estancia Wy, and Mt Lassen Dr.
- Rehabilitation of approximately 30 manholes with lining method.
- Replacement of approximately 8 rodding inlets with new manholes.
- Replacement and reconnection of approximately 103 lower laterals.
- Point repairs at 7 locations.
- Traffic control, SWPPP requirements, and miscellaneous surface restoration work.
- Potholing miscellaneous utilities.
- Removal and disposal of friable and non-friable asbestos containing Asbestos Cement Pipe.
- Preparation of as-built drawings and final project documentation.
- The District is currently soliciting public bids for the construction project. Bid opening has been scheduled for August 23, 2024.

2.0 TENTATIVE CONSTRUCTION SCHEDULE

Bid Opening of Construction Bids:	August 23, 2024
Award of Construction Contract:	September 19, 2024
Preconstruction Meeting with Contractor:	October 2024
Notice to Proceed to Contractor:	October 2024
Construction Period:	180 Calendar Days

3.0 SCOPE OF WORK

The scope of work shall be sufficient to address the following tasks:

Task 1: Construction Management for Pipeline and Manhole Rehabilitation.

1. Act as District's primary contact with Contractor, Marin County, City of San Rafael, and other agencies having jurisdiction throughout all phases of construction.
2. Provide oversight for construction management of all testing, construction, inspection, acceptance, and other requirements of the project.
3. Conduct and document the preconstruction conference.

4. Conduct and document weekly construction job site meetings with the Contractor's supervisor and other required meetings as necessary.
5. Review, coordinate, and track submittals, shop drawings, requests for information (RFIs) and change orders between Contractor and District staff.
6. Prepare responses to RFIs and miscellaneous correspondence related to the project.
7. Prepare and submit to the District a weekly progress report.
8. Review payment requests from Contractor and recommend payment by the District.
9. Review project schedules submitted by Contractor and track construction progress.
10. Meet with District staff to advise on overall Project progress and to notify of any potential delays, scheduling conflicts, or other conflicts with the Project.
11. Determine changed conditions, define scope, prepare independent cost estimate, negotiate with the Contractor, and prepare and process change orders for incorporation into the contract.
12. Coordinate and manage the drawings and specifications, clarification and interpretation, shop drawings, and submittal review processes.
13. Ensure that the Contractor maintains field mark-up drawings for use in preparation of as-builts and verify records for accuracy prior to final close-out.
14. Collect, compile, review, and ensure that as-built information is accurately shown in the original set of plans.
15. Review as-builts from Contractor and submit to the District a final set of as-builts.
16. Co-ordinate the activities of the materials testing sub-consultant(s) and utility owners having jurisdiction.
17. Identify plan/construction issues and bring them directly to the attention of the District prior to discussing them with the contractor.
18. Work to resolve conflicts that may arise during construction of the Project.
19. Coordinate with District's Labor Compliance consultant (CCMI) for Contractor certified payrolls and other requirements.
20. Provide Inspector and field personnel certified payrolls and comply with labor compliance requirements.
21. Provide claims management services and coordinate resolution and processing of all claims related to the construction of the Project.

Task 2: Construction Management for Lower Laterals Replacement.

1. Act as primary contact between District, Contractor, and Property Owners in regards to replacement of lower lateral sections.
2. Review the lateral pre-inspection requirements outlined in the Contract Documents and coordinate timely submittal of all requirements by Contractor to the District.
3. Assist District staff in meeting with Property Owners as necessary to explain scope of work.
4. Additional tasks that Consultant feels should be added to the Scope of Work to better meet the objective.

Task 3: Inspection Services

1. Provide on-going construction inspection for all aspects of Project related to Tasks 1 and 2 above throughout all phases of construction to ensure that construction complies with the plans and specifications. Tentative working hours are between 7:30 AM and 4:00 PM. Actual working hours will be per encroachment permit to be provided later. The District office is open on weekdays from 6:00 AM to 3:30 PM, closed on alternate Fridays. Inspector shall plan his schedule between the working hours at the jobsite and District business hours as necessary.
2. The project may require some work to be done at night between 7:00 PM and 5:00 AM. Inspector shall be at the job site during construction.
3. Acts as liaison in the field between Contractor, District, Property Owners, and representatives from Marin County, City of San Rafael, PG&E and all other utility owners throughout all phases of construction.
4. Prepare digital video and still photographs of initial site conditions prior to Contractor's commencement of construction and documenting progress throughout construction. Visual documentation in DVD format shall be accompanied by verbal recorded description of existing conditions. Digital copies in CD of still photographs shall be provided in an organized manner.
5. Review CCTV inspection reports and recommend changes to the Contractor as needed.
6. Inspect installation and maintenance of temporary bypass pumping systems, including coordination of standby waste transport vehicles (Roto-Rooter, etc.).
7. Monitor and coordinate overall safety at the jobsite.
8. Coordinate installation of traffic control signs, SWPPP, shoring, and other requirements.
9. Monitor and coordinate Contractor maintenance of field changes to plans and specifications during construction.
10. Monitor Contractor compliance with construction permits from other agencies and recommend course of action if required permits are not being met.
11. Coordinate and implement access agreement conditions between the District and property owners related to the lower laterals replacement.
12. Coordinate compaction testing requirements, obtain confirmations tests from the geotechnical engineer/compaction testing firm, inform other agencies that compaction requirements have been met per plans and specifications, and obtain inspection releases. Consultant shall include testing costs in the proposal on a Time and Materials basis.
13. Review the Project for safety issues and concerns and bring these to the attention of the Contractor and District.
14. Perform final inspection for all aspects of construction, including new items that may arise resulting from Contractor's activities.
15. Maintain project report containing inspection reports, pictures during construction and material testing reports and submit to District as requested.
16. Schedule and conduct substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the District.

4.0 DELIVERABLES

Consultant shall process and submit the following on a timely manner during all phases of construction as applicable:

1. Time is of the essence, and the District requires Consultant to assume full responsibility in assuring that Contractor shall submit all reports outlined in the Contract Documents on a timely manner. Upon issuance of a Notice of Award to the Contractor, Consultant shall immediately discuss with the District a detailed work plan for all CCTV inspections and documentations related to Tasks 1 and 2 above, which the District and Consultant will discuss with Contractor at the pre-construction meeting. Consultant shall obtain draft or final versions of miscellaneous reports from Contractor, edit them as necessary to meet project objectives, and submit a comprehensive final version to the District when possible. See Reports #1 to #3 requirements on the project drawings for detailed requirements.
2. **Construction Management Documents:** Consultant shall coordinate submittal and processing of change orders forms, progress billings, pre-lien notices, submittals and RFIs, etc., during construction and project closeout.
3. **Construction Inspection Documents:** Consultant shall prepare inspection reports, coordinate testing of materials, and other requirements during construction.
4. **As-built Drawings.** Consultant shall coordinate the preparation of final as-built drawings with Contractor and ensure that all changes to the original plans and specifications have been incorporated prior to the release of final progress payment to the Contractor. Consultant shall submit a copy of the as-built drawings to the District.
5. **Operation and Maintenance Manuals:** Consultant shall coordinate the compilation of manufacturer's Operation and Maintenance Manuals for the equipment and materials installed on the Project, if applicable.
6. **Final Reports:** Consultant shall prepare a final report containing copies of all correspondence, reports, daily reports, meeting notes, digital videos, digital photographs in an organized manner, payment requests, equipment submittals, change orders, requests for information, punch lists, summary of contract start-up, closeout and acceptance, including the final resolution of claims or disputed work and other documents associated with the Project generated, or received by the Construction Manager in fulfillment of its duties.
7. **Electronic Media:** Consultant shall provide District with a complete set of all records of the Project as outlined above in electronic format, such as a USB flash drive.

5.0 FIELD OFFICE

The Contract Documents does not require the Contractor to provide for field offices for other parties who may be working on the Project during construction. The Consultant shall include in the proposal the cost to provide and maintain temporary field offices necessary for the proper execution of its responsibilities as outlined in this RFP. District facilities will not be available to Consultant during construction of the Project.

6.0 TENTATIVE CM CONSULTANT SELECTION SCHEDULE

Proposal Deadline:	September 16, 2024 at 2:00 PM
Interviews if necessary:	September 17 or 18, 2024 (tentative)
Award of Consultant Agreement:	October 3, 2024 (tentative)
Construction Period/Contract Duration	180 Calendar Days

7.0 PROPOSAL REQUIREMENTS AND CONTENTS

The proposal shall be prepared in accordance with the following attachment. Material submitted in addition to that specifically required will not be reviewed.

- 1. General Firm Information:** This section shall include the following:
 - a. Firm Project References. Submit three (3) references for similar projects, including brief project description, current contact name and phone number.
 - b. Organizational chart for consultant team committed to this project. Identify subconsultants proposed for the project, if any.
 - c. Resumes of key staff for the project.
 - d. Hourly Rate
- 2. Project Understanding and Approach:** Demonstrate understanding of key issues and your approach to complete the Scope of Work outlined above. Describe opportunities that you feel beneficial to LGVSD. If applicable, include a description of tasks you feel should be added to the Scope of Work to better meet the project objective.
- 3. Maximum Number of Pages:** 10 single-sided pages including resumes and list of sample projects. Fee schedule may be on a separate 11" x 17" sheet. Cover page, cover letter, and fee schedule are exempt from the maximum 10-page limit.
- 4. Compensation:** Provide a matrix indicating an estimate of hours and fees to complete the services. Also, provide separate itemized time and materials fee adjustments, where appropriate, for additional tasks you feel should be added.

8.0 CONSULTANT SELECTION PROCESS

If deemed necessary, the District may invite up to three (3) firms for oral interviews.

The criteria that will be used in evaluating the proposals include, but are not limited to the following:

1. Knowledge and understanding of Project requirements and District needs.
2. Depth of in-house support for resolution of technical problems.
3. Related experience of the construction inspector who will be monitoring on-going construction activities.
4. Approach to Project and understanding of the Scope of Work.
5. Commitment of key personnel and their experience in the areas assigned.
6. Successful completion of undertaken projects.
7. Claims Management: Describe your approach and tasks associated with claims management during construction.

9.0 STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the Scope of Services shall use the attached District's standard consultant Agreement (Attachment 1). By submitting a proposal for this work, the Consultant agrees to utilize this form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

10.0 ATTACHMENTS

Attachment 1 – Agreement for Consultation and Other Services (with Insurance Requirements)

Attachment 2a – Contract Documents for Sewer Main Rehabilitation 2024 Vols. 1 to 3
(available at https://www.dropbox.com/scl/fi/2x9p3gchquevyd9mus6cy/Vol-1-2-3-Sewer-Main-Rehabilitation-2024_FINAL.pdf?rlkey=vtnyrz971rfwnftdet09mtma3&st=rqk7rm3e&dl=0)

Attachment 2b – Contract Documents for Sewer Main Rehabilitation 2024 Vol. 4
(available at https://www.dropbox.com/scl/fi/jrofw8cm1o0xdaqbsr9cs/Vol-4-Sewer-Main-Rehabilitation-2024_FINAL.pdf?rlkey=su8m0tmxpn8z15rssverqw7t3&st=3uc49b03&dl=0)

**AGREEMENT
FOR CONSULTATION AND PROFESSIONAL ENGINEERING SERVICES**

PROJECT NAME
JOB NO. _____

THIS AGREEMENT made this _____ day of _____, _____ by and between the **LAS GALLINAS VALLEY SANITARY DISTRICT** (hereinafter referred to as “District”), and _____, whose address is, _____ (hereinafter referred to as “Consultant”);

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General

DISTRICT engages CONSULTANT to furnish the services hereinafter mentioned upon the covenants and conditions of this Agreement, at the compensation herein stipulated, and CONSULTANT accepts said engagement upon said terms.

2. Duties of Consultant; Services to be Performed by Consultant

CONSULTANT shall perform such duties and services as are listed on **Exhibit A** attached hereto, and is hereby referred to and made a part hereof by reference. Said services shall be completed according to the time schedule contained in **Exhibit A**.

3. Services or Materials to be Performed or Furnished by District

DISTRICT shall perform such services or furnish such materials to CONSULTANT in connection with this Agreement as are set forth on **Exhibit B**. If there are no entries on said **Exhibit B**, DISTRICT, shall not be required to provide any services or furnish any materials to CONSULTANT. Unless otherwise provided on **Exhibit B**, all said services and materials to be furnished by DISTRICT will be without cost to CONSULTANT.

4. Payment by District: Time and Manner of Payment

DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on **Exhibit C**. CONSULTANT agrees to accept said sum as full compensation for all services due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed **CONTRACT AMOUNT (\$_____ U.S. Dollars)**. This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Work), for **PROJECT NAME**, and CONSULTANT has accurately determined the price of those tasks.

5. Authorization To Perform Services

The CONSULTANT is not authorized to perform any services, or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the DISTRICT.

6. Additional Work

CONSULTANT shall be entitled to extra compensation for services or materials not otherwise required under this Agreement or described in **Exhibit A**, provided that DISTRICT shall first have identified the services or materials as extra, and requested such extra services or materials in writing, but in no event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT.

7. Professional Skill

CONSULTANT represents that it is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications that are legally required for CONSULTANT to practice its profession and that CONSULTANT shall, at its sole cost and expense, keep all such licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession in effect. DISTRICT relies upon the skill of CONSULTANT to do and perform its work in a skillful manner, and CONSULTANT agrees to thus perform its work, and the acceptance of its work by DISTRICT shall not operate as a release of CONSULTANT from said Agreement. For purposes of this Agreement, "skillful manner" shall mean the standard of care prevailing in the industry in the San Francisco Bay Area during the term of this Agreement.

8. Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment and shall comply with the provisions of Section 12940 of the Government Code.

9. Compliance with Laws

CONSULTANT shall comply with all federal, state and District laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. Any suit or action by either party shall be brought in the Superior Court for the County of Marin, California. The laws of the State of California shall govern this Agreement.

10. Labor Compliance

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Agency's principal office, which shall be available to any interested party upon request.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for

work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

No contractor or subcontractor may be listed on a bid proposal for a public works project 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/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

11. Independent Contractor; Not An Agent

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contributions and/or employee contributions for PERS benefits.

Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent or pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

12. Time

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

13. Indemnity

CONSULTANT agrees to indemnify and save harmless and defend with counsel acceptable to DISTRICT, the DISTRICT, its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, suits, actions, costs, expenses, claims, causes of action and damages (including costs of defense) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by recklessness, the willful misconduct or negligent acts or omissions of CONSULTANT, its officers, employees, agents, consultants, subcontractors or any officer, agent or employee thereof but excluding liabilities due to the active negligence of the DISTRICT. By execution of this Agreement, CONSULTANT acknowledges and agrees that CONSULTANT has read and understands the provisions hereof and that this paragraph is a material element of consideration. DISTRICT and CONSULTANT agree that this Agreement is consistent with Section 2782.8 of the Civil Code.

14. Insurance: Public Liability, Workers' Compensation, Errors and Omissions

CONSULTANT shall 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 by the CONSULTANT, its officers, subcontractors, agents, representatives, or employees.

CONSULTANT shall be required to meet all District Insurance Requirements. See **Exhibit D** for District Insurance Requirements.

15. Consultant Professional Team

CONSULTANT shall provide and maintain the professional team to perform and furnish the materials in connection with this Agreement whose names and capacities are set forth on **Exhibit E**. In the event that any member of said team shall leave the employ of CONSULTANT or be transferred to another office of CONSULTANT, CONSULTANT shall so advise DISTRICT and replace that member with a new member who is competent to perform the required work and who shall be satisfactory to DISTRICT. Such other agents or employee contractors or subcontractors not listed on **Exhibit E** as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

16. Notices

Unless otherwise provided herein, all notices required hereunder shall be given by certified mail, postage prepaid and addressed to the party at the address indicated in the opening paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by personal delivery to the party at said address.

17. Title to Documents

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of DISTRICT provided, however, that CONSULTANT may provide DISTRICT with legible photostatic copies thereof in lieu of the originals upon approval by DISTRICT representative. All such material and documents shall remain confidential and may not be divulged, published or shared by CONSULTANT without the prior written consent of DISTRICT. Any plans and specifications shall bear the name of the CONSULTANT together with his certificate number, if any. If CONSULTANT'S working papers or product includes computer generated statistical material, CONSULTANT shall provide the material including the data base upon which it is based to DISTRICT in a mutually agreed upon computer machine-readable format and media.

18. Assignment

Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party in writing.

19. Termination

Without limitation to such rights or remedies as DISTRICT shall otherwise have by law, DISTRICT shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to CONSULTANT. This Agreement may also be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the other or if the project is stopped by conditions beyond the control of the DISTRICT.

In addition to terminating this Agreement if CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT'S remedies shall include, but not be limited to:

- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;
- Retain a different consultant to complete the work described in **Exhibit A** not finished by CONSULTANT; and/or

This description of DISTRICT's remedies does not otherwise limit DISTRICT's remedies at law or equity.

20. Consultant Nondisclosure

CONSULTANT will not directly or indirectly use (other than for the DISTRICT), publish, or otherwise disclose at any time (except as CONSULTANT'S duties may require), either during or subsequent to the performance of consulting services, any of DISTRICT's confidential information (whether or not conceived, originated, discovered, or developed in whole or in part by CONSULTANT) as defined below.

“Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as standard practice whether or not the underlying details are in the public domain, including without limitation:

- a. Information or material that relates to DISTRICT'S inventions, technological developments, "know how", purchasing, accounting, merchandising or licensing;
- b. Trade secrets;
- c. Software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- d. Any information of the type described above that DISTRICT obtained from another party and that the DISTRICT treats as proprietary or designates as confidential, or is obligated to do so by virtue of a third-party agreement, whether or not owned or developed by the DISTRICT.

The obligations of confidentiality imposed herein will not apply to confidential information that:

- a. Is or has been generally available to the public by any means, through no fault of CONSULTANT and without breach of these provisions.
- b. Is or has been lawfully disclosed to CONSULTANT by a third party without an obligation of confidentiality being imposed upon CONSULTANT.
- c. Has been disclosed without restriction by the DISTRICT or by a third party owner of confidential information.
- d. Was required to be disclosed pursuant to law.

CONSULTANT agree to deliver to DISTRICT promptly on request, or on the date of termination of CONSULTANT'S services, all documents, software, including any copies, and other materials in CONSULTANT'S possession pertaining to the business of DISTRICT and originating with the DISTRICT that came into CONSULTANT'S possession.

The disclosure of confidential information shall not be construed as granting either a license under any patent, patent application or any right of ownership in said confidential information.

CONSULTANT acknowledges and agrees that in the event of a breach or threatened breach of any provisions of this Agreement, the DISTRICT shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

21. No-Waiver; Construction

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

22. Mediation

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

23. Attorney's Fees

If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

24. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DISTRICT and CONSULTANT survive the termination of this Agreement.

25. Conflict of Interest

CONSULTANT may serve other clients, providing that activities in the service of other clients do not place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act codified at California Government Code § 81000 *et seq.* or Section 1090 *et seq.* of the Government Code.

26. Severability

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. Additional Provisions, Exhibits

Additional provisions of this Agreement are set forth on **Exhibits A through Exhibit F**. All Exhibits shall be attached to, and are hereby referred to and made a part hereof by reference.

28. Entire Agreement: Amendment

This contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this contract. Except as to those documents specifically incorporated by reference into this contract, this contract contains all of the covenants and agreements between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. No agreement, statement, or promise not contained in this contract shall be valid or binding on the parties with respect to the subject of this contract. No modifications hereof shall be effective unless such modification is in writing signed by all parties to this Agreement.

Exhibit A

Consultant Services (Scope of Work)

Exhibit B

Services or Materials to be Performed or Furnished by District

Exhibit C
Payment Schedule

Exhibit D

District Insurance Requirements

Insurance Requirements for Professional Services

Consultant shall 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 Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **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 shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant 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.
3. **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. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the consultant 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 Insurance Provisions

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

Additional Insured Status

The District, its officers, officials, 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 Consultant 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 Consultant’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).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and 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, officials, employees, or volunteers shall be excess of the Consultant'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.**

Waiver of Subrogation

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant 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. The policy language shall provide, or be endorse to provide, that the self-insured retention may be satisfied by either the name insured or the District.

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.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. 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 Consultant'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.

Special Risks or Circumstances

The 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.

Sub Contractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Note: Professional liability insurance coverage is normally required if the Consultant is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

Exhibit E
Consultant Team

Las Gallinas Valley Sanitary District



Contractor Health and Safety Program



45950 Hotchkiss St. • Fremont, CA 94539 • (510) 651-8289 • du-all.com

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Contractor Acknowledgement

I have read and fully understand the requirements of this Contractor Health and Safety Program and agree to comply.

Name: _____

Signature: _____

Company: _____

Date: _____

1.0 TABLE OF CONTENTS

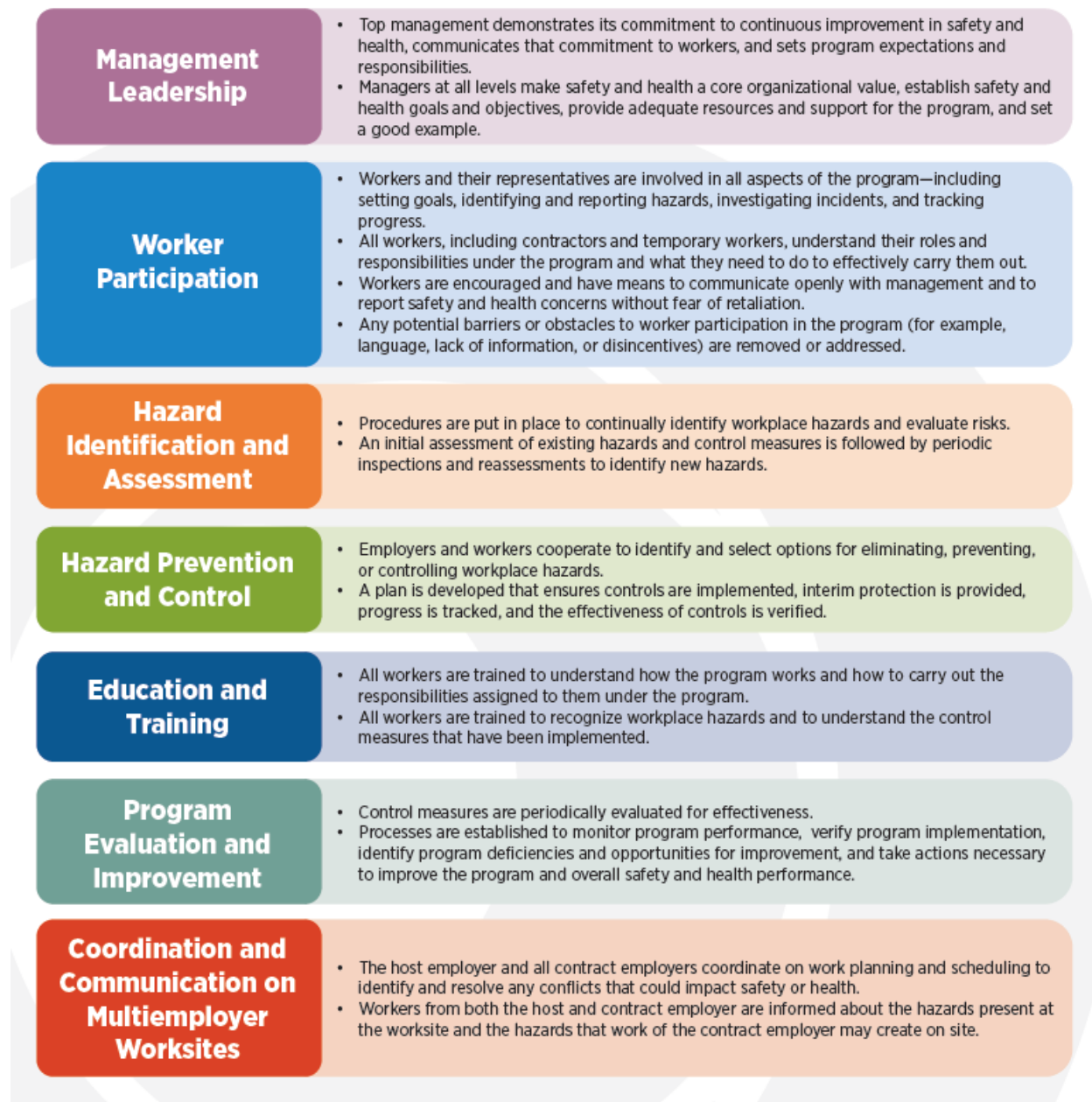
<u>Section</u>	<u>Page</u>
1.0 TABLE OF CONTENTS	IV
2.0 REVISION HISTORY LOG	V
3.0 POLICY	1
4.0 SCOPE	2
5.0 FACILITY MANAGEMENT RESPONSIBILITIES	3
6.0 CONTRACTOR RESPONSIBILITIES	3
7.0 SPECIFIC SITE HAZARDS	5
8.0 SPECIFIC SAFETY AND HEALTH PROGRAM REQUIREMENTS	7
CODE OF SAFE PRACTICES	7
9.0 SAFETY COMMUNICATIONS	22
10.0 INJURY AND ILLNESS REPORTING	23
11.0 PERIODIC INSPECTIONS	23
12.0 HAZARD IDENTIFICATION AND CORRECTION	24
13.0 RECORDKEEPING REQUIREMENTS	24
14.0 PERIODIC PROGRAM EVALUATION	25

APPENDIX A- Wastewater Treatment Plant Map

APPENDIX B- Definitions

3.0 POLICY

It is the policy of the Las Gallinas Valley Sanitary District to provide employers, District employees and worker representatives with a sound, flexible framework for addressing safety and health issues in diverse workplaces. This Contractor Safety Program shall be used as a proactive approach to managing contractor workplace safety and health. This policy requires commitment to safety and health and the cooperative atmosphere between management, contractors and the Las Gallinas Valley Sanitary District employees. The chart below outlines the core elements of the Las Gallinas Valley Sanitary District's Contractor Health and Safety Program.



4.0 SCOPE

This program applies to all general contractors and sub-contractors and performing work for the Las Gallinas Valley Sanitary District. Before the start of any on-site work, the host employer and contractor or subcontractor shall establish their respective safety and health responsibilities and obligations, as well as procedures for coordinating these responsibilities and communicating safety and health information effectively.

Contractors or subcontractors working for the Las Gallinas Valley Sanitary District shall:

- a. Comply with all applicable federal, state, and local safety orders in the performance of any work on District projects.
- b. Comply with all safety regulations and procedures listed in this Contractor Health and Safety Program.
- c. Take any additional precautions necessary to prevent injury or damage to persons, property, or interference with District operations.

Contractors and subcontractors are responsible for notifying employees, subcontractors, and invitees of these District Safe Work Policies. No work within District facilities or on District contract work sites shall begin prior to such notification. Contractors and subcontractors shall not allow a new employee or new subcontractor to begin work on District projects without having conducted a full and proper safety orientation.

Contractors and subcontractors performing work at the Wastewater Treatment Plant facility, lift stations or sewage conveyance systems shall schedule a safety orientation session for their site Superintendent and other contractor-designated personnel with the Authorized District Representative prior to commencing work. This orientation session shall include:

- a. Emergency response and evacuation procedures.
- b. An explanation of applicable District safety policies, and any unique and inherent hazards of District facilities. Site specific hazards are identified in Section 7 of this Contractor Health and Safety Program.
- c. Traffic control planning and execution.

It is the responsibility of the contractor's or subcontractor's Superintendent or designated personnel to orient and so inform all personnel under the contractor's or subcontractor's supervision. The District may, in its sole discretion, either temporarily or permanently remove a contractor's or subcontractor's employee from District work and/or terminate the contractor's or subcontractor's right to proceed for any violation of applicable Cal/OSHA General Industry and Construction Industry Safety Orders or these District Safe Work Policies.

5.0 FACILITY MANAGEMENT RESPONSIBILITIES

Las Gallinas Valley Sanitary District Facility Management is responsible for implementation of the Contractor Health and Safety Program. Facility Management responsibilities and duties include but are not limited to:

- a. Communicate to temporary and contract employers and workers the commitment to provide the maximum level of safety and health protection.
- b. Provide a copy of the Health and Safety Program to all contractors.
- c. Inform contract employees of the Emergency Action Plan procedures to follow including building/facility evacuation route maps, assembly areas and the requirement to follow orders to evacuate.
- d. Identify any safety and health qualifications and certifications needed by on-site workers and ensure they meet such requirements.
- e. Provide sufficient resources to implement the Health and Safety program.
- f. Periodically review the program for effectiveness and implement changes as needed.
- g. Document these reviews in writing and maintain all records.
- h. Before beginning on-site work (including, where appropriate, as part of requests for proposals, bids, and contracts), clarify each employer's responsibilities and obligations with respect to safety and health, such as:
 - Providing written copies of required safety programs and plans
 - Providing necessary training and education to workers
 - Selecting, providing, and maintaining any Personal Protective Equipment (PPE).
 - Providing any required medical surveillance or evaluations.
 - Recording and reporting any injuries or illnesses.
 - Outline the procedures and processes for coordinating safety and health responsibilities, as well as and the procedures for communicating between the host employer and contractor or subcontractor.

6.0 CONTRACTOR RESPONSIBILITIES

Contractors and subcontractors are responsible to follow the requirements and procedures outlined in this program. Responsibilities and duties include but are not limited to:

- a. Provide Las Gallinas Valley Sanitary District with a copy of the employer's written Injury and Illness Prevention Program containing the key elements outlined in Cal CAL/OSHA Title 8, CCR Section 3203.

- b. Provide Las Gallinas Valley Sanitary District with a copy of any other required written safety program or plan including but not limited to:
- Fall Protection
 - Confined Space Entry
 - Respiratory Protection
 - Hot Work
 - Hazard Communication
 - Bloodborne Pathogen/Exposure Control
 - Heat Illness Prevention
 - LOTO
 - Silica Exposure Control
 - Traffic Control Plan
 - Covid 19 Prevention
- c. Before beginning on-site work, the contractor or subcontractor gives the host employer similar information about measures, programs, and procedures to be used to control hazards associated with their workers' work, and to ensure they comply with applicable Cal/OSHA standards.
- d. Identify any safety and health qualifications and certifications needed by on-site workers and ensure they meet such requirements.
- e. Work safely and follow Cal/OSHA safety standards and Las Gallinas Valley Sanitary District's operating policies, procedures, and safety programs.
- f. Coordinate access to the facility with Las Gallinas Valley Sanitary District Facilities Management.
- g. Perform periodic documented inspections to identify and correct hazards. Evidence of documented inspections shall be provided to Las Gallinas Valley Sanitary District upon request.
- h. Report to Las Gallinas Valley Sanitary District Facility Management any hazard detected requiring further action to correct.
- i. Report all occupational related injuries, illness or exposures to the Las Gallinas Valley Sanitary District Facility Management promptly.
- j. Selecting, providing, and maintaining employee PPE.
- k. Providing required medical assessments and surveillance.
- l. Provide required employee safety training and education to affected and authorized employees and supervisors.
- m. Provide accessible first aid supplies and if applicable, eye wash supplies spill clean-up supplies/equipment and portable fire extinguishers.

- n. Ensure all tools and equipment in use is inspected periodically, complies with all applicable Cal/OSHA, ANSI, ASME, NIOSH or other regulating agency requirements.
- o. Exchanging data on metrics each employer has tracked and using this data to evaluate the program's effectiveness at identifying and eliminating or controlling hazards.

7.0 **SPECIFIC SITE HAZARDS**

Contractors and subcontractors performing work at the Wastewater Treatment Plant facility, lift stations or sewage conveyance systems shall be informed if the site-specific hazards present. Site specific hazards include but are not limited to the following:

DISTRICT FACILITIES AND EQUIPMENT

Contractor's use of District instruments, tools, ladders, scaffolding or other equipment is not permitted except in cases of emergency as determined by a District supervisor or by permission from a senior Manager of the District.

Employee drinking water shall be supplied by the contractor or subcontractor. ***Do Not Drink Water from Hose Connections at any District Facility.*** Hose bib connections are located throughout the treatment plant. Most of these bibs supply treated wastewater and may or may not be posted with signs reading "Do Not Drink." In any case, ***never*** drink water from hose bibs or hoses.

Water lines throughout the treatment plant are color coded (when not stainless steel) and labeled as follows:

- Purple- Recycle Water Piping
- Blue- Domestic Water Piping
- Grey- Service Water Piping (Plant Effluent)

Hose connections may be used to wash down equipment. Never hose down electrical or heated equipment of any kind. If an employee has used a gray or purple water hose for wash down, he/she should, when done, immediately wash their hands in domestic water with soap and water.

NEVER make any connection to any water line without first verifying with the **Authorized District Representative** that contamination of the water lines will not occur.

ELECTRICAL SUPPLY SYSTEMS

The treatment plant's Electrical Supply System consists of one 1 MW and two 65kW Gas Microturbine Generators, one 500kW diesel oil engine driven standby generator and one 380 KW trailer mounted standby generator, and solar power. All electrical power generated in the plant and PG&E power (beyond their transformer) is 480-volt, 3-phase, 60 Hz electricity and is delivered to one 480-volt switchgear panel. This panel is interconnected by cables and protected by breakers, relays, and monitoring devices. Electricity is dispersed from the switchgear through breakers and cables to motor control centers (MCC's), to power panels, to transformers (voltage reducers), to lighting panels and to motor driven pumps and equipment. Lockable control stations are located at each piece of equipment. 480-volt, 208-volt and 120-volt electricity is used in the plant. Contact the duty operator prior to working on any piece of electrical equipment. Electricity is hazardous and can burn or kill people. All work on electrical systems shall be done in accordance with the State of California, CAL/OSHA, Article 33, Electrical Requirements for construction work, Low Voltage Electrical Safety Orders.

FERROUS CHLORIDE SYSTEMS

The Ferrous Chloride System consists of a positive displacement pump with feed rate adjustment. Shut-off valves are located before and after the pump. Before working on this system, close all valves and disconnect the pump from electricity. Ferrous Chloride is a dangerous chemical which will attack the skin, eyes and the mucous membranes of the mouth, throat, and lungs. Contact the plant duty operator prior to working on this system.

DIGESTER GAS SYSTEM

The Digester Gas System consists of one steel tank, associated piping, compressors, flare, etc. Sludge is bacterially reduced in the tanks creating principally methane (CH₄) and other combustible hazardous gases, including hydrogen sulfide (H₂S). Hydrogen sulfide is toxic at very low concentrations. These gases are contained by the tank covers and piping which is located on overhead racks, in pipe trenches and buried throughout the plant. The gases are burned in two large turbines driving generators to make electricity for the plant. Heat from the two turbines is captured and piped to the digesters to heat the sludge, speeding up the digestion process. Digesters and the stored gases within them are hazardous. No smoking, cutting, or spark generating equipment is allowed on or within ten feet of any digester. Contact the duty operator prior to working on digesters.

HYPOCHLORITE SYSTEM

Hypochlorite, or concentrated chlorine bleach (12.5%), is used to disinfect, or kill bacteria and virus in the final effluent (water) discharged from the plant. Two tanks, each 7,000 gallons are used to store hypochlorite. Piping, valves, pumps, strainers (filters) and flow-measuring and control equipment make up the system. Hypochlorite

will attack clothing, skin, eyes and mucous membranes of the nose, mouth, throat and lungs. Contact the duty operator prior to working on the hypochlorite system.

SODIUM BISULFITE

Sodium bisulfite is used when neutralizing sodium hypochlorite. Two 4,350 gallon tanks are used to store sodium bisulfite. Piping, valves, pumps, strainers (filters) and flow-measuring and control equipment make up the system. Sodium bisulfite is an irritant to eyes, skin and mucous membranes. Inhalation of mist may cause irritation to respiratory tract. Contact the duty operator prior to working on the sodium bisulfite system.

GENERAL HAZARDS

Throughout District's treatment plant and facilities there are a number of extremely hazardous elements considered to be dangerous to humans and the environment. They include, but are not limited, to:

- Permit Required Confined Spaces
- Flammable gas and petroleum.
- H₂S (hydrogen sulfite)
- Deep pools of liquid sewage which are rarely patrolled, and for which self-rescue is unlikely
- Automatic start equipment
- HBV (Hepatitis B Virus)
- Biting and stinging insects and animals

8.0 SPECIFIC SAFETY AND HEALTH PROGRAM REQUIREMENTS

CODE OF SAFE PRACTICES

All employees are expected to perform their jobs to the best of their ability as well as perform them in a safe manner. It is critical that employees do not circumvent safety features and employ unsafe work behaviors that can cause them or others to be at risk. CAL/OSHA requires that we furnish employees a place of employment "free from known and recognized hazards and unsanitary conditions that are causing or are likely to cause death or serious physical harm to employees."

Employee responsibilities for safety include the following:

- a. Practice safe work habits and follow your supervisor's instructions, company safety policies and Cal/OSHA regulations.
- b. Report unsafe conditions to your supervisor immediately.

- c. Wear and maintain appropriate PPE and other safety equipment in sanitary and usable condition as required by your employer and in accordance with manufacturer's recommendations.
- d. Maintain equipment in good condition with all safety features in place when in operation. Notify your supervisor if problems develop. Do not try to fix or jury rig equipment in the field.
- e. Report all incidents, accidents and near misses to your supervisor immediately, whether or not an injury resulted.
- f. Participate in safety by attending toolbox talks and other meetings as required by your supervisor. Your suggestions for improvement will assist in making our program more effective.

Emergency Action Plan (EAP)

Contractors and subcontractors shall be responsible for providing first aid and medical treatment for their employees and for compliance with the first aid requirements specified in Cal/OSHA Construction Safety Title 8 CCR Section 1512, Emergency Medical Services. Contractors shall be responsible for making prior arrangements for emergency medical care and for transportation of injured Contractor personnel.

Contractors and subcontractors shall plan and prepare for anticipated emergencies. In preparation for an on-site emergency, the contractor or subcontractor will institute the following procedures:

- a. Establish a method of emergency notification at the beginning of each job so that any worker can raise the alarm, alerting their supervisor and appropriate management of an emergency.
- b. Post and communicate this procedure to everyone on site. Las Gallinas Valley Sanitary District Facility Management will provide required information and resources to accomplish this.
- c. Establish a method to notify all workers on site of the need to evacuate the building/facility. Fire alarm pull stations, air horns and two-way radios are common options.
- d. Designate primary and secondary assembly areas for all workers to gather in the event of an emergency evacuation. This will allow each contractor to ensure that their employees have gotten out and are accounted for.
- e. Post these three emergency telephone numbers. In most cases 911 will get response from all three services, but it may vary by job site location.
 - Police
 - Fire
 - Medical Response Team

- f. When cellular service is not available, install a hard wire phone. Post emergency phone numbers at the telephone's location, along with the address of the job site.
- g. Designate a person to direct emergency crews from the gate to the specific emergency area.

Personal Protective Equipment (PPE)

The employer is required to instruct employees when to wear PPE. Supervisors are responsible for enforcing the use of PPE by all employees. PPE is considered the last line of defense providing limited protection to employees from injury or exposure. The contractor or subcontractor are required to perform a job hazard analysis to identify hazards and engineering and administrative hazard controls. If the hazard is not reduced to an acceptable level, PPE must be used. The following PPE may be required by the Las Gallinas Valley Sanitary District while performing work on Las Gallinas Valley Sanitary District facilities:

- Head, eye and face protection
- Body protection
- Hand protection
- Ergonomic protection
- Hearing protection
- Safety boots or shoes
- High visibility apparel
- Fall protection
- Respiratory protection

Fire Prevention

Fire prevention is of the highest priority. Contractors and subcontractors shall take appropriate measures to prevent fires at all times. Smoking is not allowed on any District facility at any time.

When work is being performed which generates sparks or open flames, the contractor or subcontractor will provide a fire watch, a person trained in the use of appropriate fire-fighting equipment, as needed, and whose only task is to observe and extinguish fires.

A District "Hot Work" permit must be filled out and turned into the Collection System / Safety Manager, or Plant Manager when the Safety Manager is not available, when work is completed. Hot Work Permits are valid for one day only.

Contractors and subcontractors shall ensure that appropriate fire extinguisher(s) are available at the specific work site for use in case of a fire. All Contractor's employees

shall be properly trained to use them. While conducting Hot Work, a minimum of a 2A-20-BC fire extinguisher shall be within 30' of the work location.

In the event of a fire, the contractor or subcontractor shall immediately notify the nearest District employee and if possible, call emergency (911) and give the location of the plant, which is 300 Smith Ranch Rd. San Rafael. A map of the wastewater plant is included in this policy (Attachment A).

The following fire prevention rules and requirements shall be followed:

- a. Open flames or fires are prohibited at all times except under the Hot Work Permit System.
- b. Any job or task that creates sparks, flames or heat sources enough to start a fire must be coordinated with the Las Gallinas Valley Sanitary District Facility Management and follow the Las Gallinas Valley Sanitary District Hot Work Program to determine if a Hot Work permit and fire watch is warranted.
- c. Follow the Las Gallinas Valley Sanitary District fire prevention program throughout all phases of work to assure that effective firefighting equipment is immediately available and designed to effectively meet all anticipated fire hazards.
- d. Store materials so they do not obstruct exits. Materials shall be stored with due regard to their fire characteristics; oxygen and acetylene cylinders shall never be stored at an exit or in emergency egress routes and must be stored at least 20' apart. Clearance of at least 36 inches shall be maintained for lights, heating units and electrical boxes.
- e. When practical, objects to be welded, cut or heated should be moved to a designated safe location. If the object cannot be moved, positive means shall be taken to confine the heat, sparks and slag and protect adjacent combustible materials.
- f. All extinguishers must be prominently placed, labeled for use and kept clear of obstructions at all times.
- g. If a fire extinguisher is used or is found discharged, report it to the supervisor immediately so it can be serviced. A replacement extinguisher should be mounted immediately.
- h. Fire extinguishers shall be inspected on a monthly basis. The date and inspector's initials on the tag document the inspection.
- i. When the fire signal (alarm) sounds, exit the building/facility and gather at the designated assembly point. Do not try to take tools or personal belongings with you, exit immediately.
- j. No smoking will be strictly enforced in all areas where "No Smoking" signs are posted,
- k. Personal appliances including hot plates and space heaters are prohibited.

Flammable and Combustible Liquids

Flammable and combustible liquids shall be stored, transferred and used in accordance with the following requirements below:

- a. Only approved containers will be used for the storage and handling of flammable and combustible liquids. Flammables, including gasoline, will be stored in approved safety cans. Containers shall be closed tightly at all times, except when transferring product.
- b. Under no circumstances will gasoline or other high flash-point flammables be utilized as a cleaning solvent.
- c. When not in use and at the end of the workday, all flammable liquid containers will be placed in the flammable liquid storage cabinets.
- d. Flammable or combustible liquids that have leaked or spilled shall be cleaned up immediately and disposed of per the supervisor's instructions.
- e. There shall be no smoking, open flame or use of flammable or combustible liquids in the area of storage. All employees must observe company restrictions on where and when smoking is acceptable.
- f. Isolate all combustible and flammable materials and solvents from possible ignition sources such as open flames, heated surfaces, electric arcs and sparks, mechanical sparks, static electricity, and self-heating materials. In short, all energy sources (mechanical, electrical, chemical, thermal, radiation) should be considered as potential ignition sources.

Hazard Communication-GHS

Any contractor or subcontractor whose employees will be bringing onto Las Gallinas Valley Sanitary District Facility grounds any hazardous chemicals, products or materials shall have a written Hazard Communication Program in compliance with Title 8 CCR Section 5194. The contractor or subcontractor shall provide to the Las Gallinas Valley Sanitary District the following:

- a. An inventory of hazardous products, chemicals and materials to be used.
- b. Safety Data Sheets for items mentioned above.
- c. A copy of the employer's written Hazard Communication Program.

Any contractor or subcontractor whose employees will be bringing onto Las Gallinas Valley Sanitary District Facility grounds any hazardous chemicals, products or materials shall ensure the following:

- a. All hazardous chemicals, products and materials are stored properly and are visibly and legibly labeled and in proper storage containers and cabinets.
- b. All exposed employees are trained in the employer's Hazard Communication Program

- c. All employees have access to Safety Data Sheets.
- d. Hazardous work areas are signed and barricaded with ample HAZCOM signage.

The Las Gallinas Valley Sanitary District Facility Management will provide the following to any contractor or subcontractor whose employees will be working in Las Gallinas Valley Sanitary District Facility grounds and are exposed to hazardous substances:

- a. A list of the hazardous chemicals, products and materials that exist on the premises.
- b. Access to Safety Data Sheets for items mentioned above.
- c. Orientation to the location of facility eye wash and drenching shower facilities.

Electrical Safety

Electrical hazards shall be identified and controlled prior to conducting any work activities that expose employees to such hazards. The following safe work practices and policies shall be followed:

- a. Treat all electrical circuits and equipment as energized until zero energy state has been verified.
- b. Do not attempt to adjust or repair any electrical device unless it is part of your regular job assignment. Bring observed hazards and maintenance needs to the attention of your supervisor as soon as possible.
- c. Follow all Las Gallinas Valley Sanitary District lockout/tagout procedures when repairs, maintenance or servicing activities are necessary. Be sure to keep machines and powered equipment in a “zero energy state” when performing service or setup.
- d. Keep covers to all electrical fixtures and wiring in place at all times, unless temporarily removed for servicing by qualified persons. We consider only Electricians to be qualified persons for electrical exposures.
- e. Only qualified persons may reset breakers in an open panel box or enter an electric room with open panels.
- f. Do not attach flexible cords to a wall, ceiling, door or other building surface.
- g. Extension cords must be a three-wire flexible cord. The grounding (third) prong must be present.
- h. Do not use metal ladders when electrical hazards are present. Use a fiberglass ladder.
- i. Stationary and portable electric power tools shall be double-insulated or electrically grounded via a third wire. A double-insulated tool will be identified on the tool’s label

- j. Ground fault circuit interrupters (GFCI) will be used on all job sites. A breaker or outlet type GFCI will be used for all new work. If a portable GFCI is used, it will be plugged directly into an outlet that is part of the permanent wiring. Never use an extension cord between the permanent wiring and the portable GFCI
- k. All temporary illumination systems shall be elevated above the working surface and all bulbs protected.
- l. Never use electrical equipment in wet or damp areas unless the equipment is approved for use in these areas and suitable PPE is utilized,

Working at Elevated Locations and Fall Protection

Fall hazards are common in the construction industry and a leading cause of injuries and fatalities. The hierarchy of controls indicates that fall hazard elimination is the highest priority. Subsequently, passive fall protective systems (guardrails) shall be used to prevent falls. If this is not feasible, a fall restraint system shall be utilized. Fall arrest systems may be used at elevated work locations greater than 18' above the lower level. If fall arrest systems are in use, the contractor or subcontractor shall submit to the District representative a written comprehensive rescue plan.

It is the policy of the Las Gallinas Valley Sanitary District to maintain 100% fall protection at all times. The following basic fall protection requirements shall be followed and enforced:

- a. Fall protection is required when work is conducted from elevating work platforms including scissor lifts, boom lifts, bucket trucks and any time employees are elevated in a personnel cage by crane or forklift.
- b. A competent person shall calculate total fall distance and ensure that the fall protection system used will adequately protect the user.
- c. Do not remove guardrails or perimeter cables without authorization from your supervisor. Once guardrails or cables are removed, fall protection is required.
- d. Fall arrest or restraint equipment is required whenever you could fall more than 4 feet (General Industry) or 7.5' (Construction Industry) and there are no guard rails or other forms of fall prevention in place. Training on how to inspect, wear and attach fall arrest equipment must be completed before you are expected to use it,
- e. Discuss proper anchorage points to be used with your supervisor or qualified person before starting the task.
- f. Employees working below elevating work platforms, scaffolds or similar shall be protected from being struck by falling object by using toe-boards, tool lanyards, canopies, nets or other suitable protective measures.
- g. Proper housekeeping practices shall be implemented at all times to prevent slip, trip and fall hazards.
- h. Uncontrolled fall hazards shall be reported immediately and access to the fall hazard controlled until the hazard is eliminated.

Confined Space Entry

No employee shall enter the areas defined below until a competent person evaluates the area and authorizes entry. All confined space entry work shall be coordinated with the Las Gallinas Valley Sanitary District Facility Management in advance of the entry. All confined space entry work shall comply the Las Gallinas Valley Sanitary District written Confined Space Entry Procedures.

A confined space is:

1. Must be **large enough and configured** such that an employee can bodily enter and perform work.
2. A space that is **not designed for continuous** employee occupancy.
3. Has **limited or restricted** means for entry or exit.
4. Any space that may expose employees to the risk of death, incapacitation or impairment of ability to self-rescue is considered to be a Permit Required Confined Space. This includes potential **hazardous atmospheres** such as:
 - a. Oxygen concentration below 19.5% or above 23.5%
 - b. Flammable gas
 - c. A toxic atmosphere or substance
 - d. Airborne combustible dust limiting visibility to 5' or less.
 - e. Any other known and recognized serious health or safety concern.

General Confined Space Entry Procedure

Confined spaces of all types exist throughout the District and throughout the Wastewater Treatment Plant and range from open trenches and manholes, to tanks, clarifiers and digesters. Contractors are required to meet Cal/OSHA safety standards for PERMIT REQUIRED CONFINED SPACE ENTRY OPERATIONS, Title 8 Article 108 Sections 5156-5158. and to provide a safe working environment for their employees.

All Contractors directing or working in confined spaces are required to notify the Authorized District Representative prior to starting the entry operation. The District shall provide to the contractor or subcontractor a copy of the confined space assessment for the space to be entered and meet and confer with the contractor and subcontractor to discuss the known and recognized hazards of the space and entry procedures.

Contractors are responsible for all operations, testing, equipment calibration, ventilation, and entry per the Cal/OSHA standards. Contractors are responsible for all confined

space permits and all appropriate entry procedures. A copy of completed confined space permits are to be turned in to the District's safety manager upon termination.

The following confined space entry procedures and rules shall be followed:

- a. An authorized person shall examine, test and evaluate the space before entry to determine that the appropriate precautions and PPE are available and will be used.
- b. There shall be no unauthorized entry into a confined space by any person.
- c. Top entries greater than 5' above the next level shall require fall protection.
- d. Once a top portal cover has been removed, the opening shall be guarded by a temporary guardrail system or other effective means to prevent employees from falling into the space.
- e. A rescue plan shall be developed and known by everyone involved in the entry.
- f. An attendant knowledgeable about the rescue plan shall be stationed outside the space. They will have a means of alerting first responders should the rescue plan be initiated.
- g. The attendant will **never** enter the confined space.
- h. Atmospheric testing and continuous monitoring shall be used to verify that conditions do not deteriorate beyond the capabilities of the control methods being used (ventilation or respiratory protection).
- i. Combustible compressed gas cylinders are not allowed in the confined space. Remove the torch from the space during breaks and at the end of the day. Changing torch heads or tips shall only be done outside the confined space.
- j. A 2-A:20-BC portable dry chemical fire extinguisher shall be available whenever hot work is being done in a confined space. Carbon monoxide extinguishers are not allowed.
- k. Retrieval equipment shall be worn by all entrants so that rescue can be initiated without anyone having to enter the space.
- l. The Las Gallinas Valley Sanitary District Confined Space Program Administrator will coordinate entry to all confined spaces and notification of San Rafael Fire Department prior to and after the entry is completed.
- m. The permit shall be closed out at the end of the workday by physically observing the space, ensuring that work is complete, and all employees have left the space.
- n. If work is necessary for more than one day, a new confined space permit must be completed and submitted.

Respiratory Protection Program Administration

Responsibility and authority for administration of a respiratory protection program is assigned to the employers Respiratory Protection Program Administrator. It is his/her responsibility to assure full compliance with all sections of this program and be in compliance with all requirements outlined in Cal/OSHA Title 8 CCR 5144 and related appendices.

Hazard Assessment

Proper assessment of the specific respiratory hazard is the first important step to determine what level of protection is required. Identification of the airborne contaminant in question, its physical state and concentration is required to determine proper protective measures.

Hazard Control

Hazard elimination shall be the primary goal. Wet methods, integrated dust collection systems, substitution, local and general exhaust systems and employee rotation are possible controls. When employees are anticipated to be exposed to harmful airborne contaminants beyond Permissible Exposure Limits (PEL), an appropriate NIOSH-approved respirator with proper filtration media shall be selected and used. The contractor or subcontractor is required to perform a job hazard analysis to identify hazards and engineering and administrative hazard controls. If the airborne contaminant hazard is not reduced to an acceptable level, respiratory protection must be used.

Respirator Selection

NIOSH-approved respirators will be selected based on the hazard assessment performed. Employees are prohibited from bringing their own respirators onto the worksite. Voluntary use of N95 filtering face-piece respirators (dust masks) for protection against dusts/mists, even though exposures are found to be below applicable exposure limits, is allowed as long as the employee has a medical evaluation, is trained and has read Appendix D of Title 8CCR 5144 and is aware of its limitations.

Medical Evaluation and Surveillance

Employees required to wear a respirator, including NIOSH approved N-95 filtering face piece, must be cleared by a Professional Licensed Health Care Provider (PLHCP) before being issued the equipment. Additional periodic evaluations, if deemed necessary due to respirator type, frequency of use or employee health, will be determined by physician's recommendation. Any employee that uses a respirator 30 or more days in a year for protection from airborne contaminants shall be enrolled in a Medical Surveillance Program.

Respirator Fit Testing

A qualitative or quantitative fit test will be performed annually on employees who wear negative-pressure respirators. This testing process will also allow the employee to become accustomed to the respirator prior to entering a hazardous atmosphere. Employees that are required to wear a NIOSH approved N-95 filtering face piece are

required to be fit tested. Fit testing shall be in compliance with Title 8CCR Section 5144 Appendix A.

Respirator Training

Each employee that uses a respirator will receive annual training that covers the following information:

- a. The hazardous nature of the air contaminant.
- b. Other hazard controls in effect and the reasons respirators are needed.
- c. The function, limitations, and capabilities of the respirator.
- d. The requirement that respirator users shall have no facial hair that interrupts the seal of the facepiece to the face or interrupts the function of valves.
- e. For filter type respirators, how to determine when the filter element needs to be changed.
- f. The potential consequences of overexposure caused by improper respirator use.
- g. How to check proper respirator fit before entering the area of exposure and why it is important to eliminate factors that can interfere with proper fit (beards, long sideburns, etc.).
- h. How and why to perform positive and negative pressure tests each time the respirator is donned.
- i. Procedures for proper cleaning, maintenance, and storage of the respirator.

Respirator Maintenance

Any employee using a respirator will clean and disinfect it at the end of each day it is used. During cleaning, inspect all parts for fit and deterioration. If deficiencies are found, the parts will be replaced, or a replacement respirator will be obtained. Respirators will be assigned to individual employees as required and will not be shared with anyone else.

Respirator Storage

The employee shall store the respirator in a clean, plastic, re-sealable bag or container after it has been cleaned and disinfected. The respirator will be stored in a temperate location 40 to 90 degrees F and not subjected to freezing conditions. It must be protected from physical damage or creasing from being struck or crushed by other tools or equipment. Chemical filters shall be stored separately from the face piece.

Respiratory Protection Program Review and Revision

This program will be evaluated annually for effectiveness annually. Incident records, including first aid logs, fit test records and training records will be reviewed to identify any illness or injury associated with respiratory protection. A representative sample of

supervisors and employees who have used respirators will be surveyed for their view on the program.

Trenching, Excavation and Shoring

All trenching, excavation and shoring activities shall be conducted under the direct supervision of a competent person and in accordance with Cal/OSHA Title 8 CCR Sections 1539-1541.1 and California Government Code 4216. The following requirements shall be followed:

- a. Prior to penetrating the surface, all utilities shall be marked by a qualified utility marking entity and in compliance with California Government Code 4216. Except in an emergency, digging shall not commence until utilities have been marked.
- b. All digging activities shall be conducted in a manner that reduces the chance of damaging subsurface utilities. The competent person shall identify the exact location of subsurface utilities throughout the dig and enforce the use of non-powered digging methods until the exact location has been established.
- c. Contractors and subcontractors shall report all damage to subsurface utilities, regardless if the excavator discovered or caused the damage.
- d. Prior to digging, a competent person shall conduct an inspection of the proposed dig site. This inspection shall include a survey of the surrounding area and a soil analysis consisting of at least one visual inspection and one manual analysis of soil samples.
- e. All trenches or excavations 5' or greater in depth shall be protected from cave in by shoring, shielding, benching, or sloping. Trenches or excavations less than 5' in depth shall be protected from cave-in using the methods mentioned above if there are signs of collapse.
- f. Trenches or excavations 20' or greater in depth shall have any protective system utilized designed under the supervision of a Professional Engineer registered in the State of California.
- g. The assigned competent person shall determine the protective system to be used when employees enter the excavation or trench.
- h. The excavator shall maintain on site any and all tabulated data used to make decisions for protecting employees entering the excavation or trench.
- i. The competent person shall conduct an inspection daily, prior to employees entering the excavation or trench to identify and remove hazards. Subsequent inspections shall be conducted after any hazard increasing occurrence such as a rainstorm.
- j. Access and egress shall be provided and positioned in trenches or excavations 4' or greater in depth and such that an employee shall not have to travel greater than 25' to access the route of access and egress. When ladders are used, the top of the ladder shall extend a minimum of 3' above the landing.

- k. Spoils piles and all other materials, equipment or supplies shall be staged no less than 2' from any trench or excavation wall.
- l. The competent person shall determine if there is potential for the development of a hazardous atmosphere in all trenches or excavations 4' or greater in depth.
- m. The competent person assigned to the excavation is responsible for all equipment required to dig safely and respond to anticipated emergencies.

Heat Illness Prevention

In California, employers must take steps to protect outdoor workers from heat illness with water, rest, shade and training. Heat illness prevention training is required for all outdoor workers and a written prevention plan must be available at all outdoor worksites. When outdoor temperatures are anticipated to reach the action level of 80 degrees Fahrenheit, contractors and subcontractors with exposed employees shall ensure the following:

- a. All exposed employees have access to and have been trained on the employers Heat Illness Prevention Program.
- b. Access to adequate supplies of suitably cool potable water.
- c. Access to shade. Shade is considered to be complete blockage of the sun.
- d. Cool down rest breaks are granted when requested by affected employees.

Temporary Traffic Controls

Contractors and subcontractors conducting temporary traffic controls shall do so in compliance with Cal/OSHA Title 8 CCR 1598-1599 and the California Manual on Uniform Traffic Control Devices (MUTCD). In some cases, an approved written Traffic Control Plan may be required. The following requirements shall be followed:

- a. All temporary traffic controls shall be planned by a qualified person and in advance to expedite gaining control of traffic and ensuring the required number and type of traffic control devices are present.
- b. All temporary traffic control devices shall be of the approved type as stipulated by the California Department of Transportation. All devices shall be of the appropriate dimensions and retro-reflectivity based on the speed of the work zone and hours of darkness.
- c. All temporary traffic control zones shall include the following component zones:
 - Advanced Warning Zone
 - Transition Zone
 - Activity Area with Buffer Zone
 - Termination Zone

- d. All temporary traffic control devices shall be maintained in usable condition and inspected periodically including but not limited to, signs, warnings, strobe lights, barricades, cones, and delineators.
- e. Personnel acting as flaggers shall be equipped with a STOP/SLOW paddle and dawn at minimum Class 3 retro-reflective high visibility apparel.
- f. A minimum of two flaggers shall be utilized for any lane closure. In this case, a lead flagger shall be identified.
- g. Any accident or emergency in the temporary traffic control zone shall be reported to 911 and District Management immediately.

General Safety Expectations

The following general safety performance expectations shall apply to all contractor and subcontractors work groups:

- a. Perform only those jobs to which you have been assigned and properly instructed. If you have any doubts or questions, ask your supervisor.
- b. Report damaged equipment immediately for replacement or repair.
- c. First aid will be administered only by trained authorized first responders.
- d. If any part of your body comes in contact with an acid or caustic substance, rush to the nearest water available and flush the affected part. Secure medical aid immediately.
- e. Keep your mind on your work at all times. Horseplay is not permitted on the job.
- f. Do not distract the attention of fellow workers. Do not engage in any act that would endanger another employee.
- g. Watch where you are walking. Do not run or take short cuts. Use only designated access routes to work areas.
- h. The use of illegal drugs or alcohol or being under the influence of the same on the project is cause for termination. Inform your supervisor if you are taking strong prescription drugs that warn against driving or using machinery.
- i. The employer provides sanitation facilities for your use. Damaging or defacing these facilities is forbidden.
- j. Serious injury can result when compressed air is used for personal cleaning or cooling. Use compressed air for equipment operation only.
- k. Keep all fire protection equipment and exits clear of obstructions to allow ready access.
- l. Riding on any material handling equipment not equipped with a seat and seat belt for each rider is prohibited and will be grounds for disciplinary action. Do not enter

any barricaded area unless you are authorized to do so and are wearing the proper required PPE.

- m. Never throw anything "overboard." Someone passing below may be seriously injured.

Hand and Portable Powered Tools

Each contractor or subcontractor shall be responsible for the safe condition of tools and equipment used by employees, including tools and equipment which may be furnished by employees. All tools shall be restricted to the use for which they are intended. Unsafe hand tools shall not be used. The following rules apply to the use of hand and portable powered tools:

- a. Keep tools clean, free of grease and dirt. Clean tools work better and last longer. Poorly maintained tools are less efficient and may cause damage or injuries.
- b. Red tag defective tools for repair.
- c. Do not use power tools and equipment until you have been properly instructed in the safe work methods and are given authority to use them.
- d. Do read and understand the manufacturer's recommendations for safe use of the tool including the recommendations for PPE.

Safe Use of Portable Ladders

The following specific requirements apply to portable ladder safety. Use of portable ladders shall comply with Cal/OSHA Title 8 CCR Section 3276:

- a. Training in the safe use of portable ladders is required for all contractor and subcontractor employees that use them.
- b. For any overhead work near electrical sources, use an appropriate ladder for the task (fiberglass). Metal ladders must not be used when working on or near electrical circuits.
- c. Maintain a minimum of 10' clearance distance from any energized systems or equipment.
- d. Straight or extension ladders should have non-skid feet or be cleated. Secure ladders by lashing at the top and blocking at the bottom if there is chance of slippage.
- e. Set up straight or extension ladders at 75.5 degrees using the label on the side rail or measuring one foot out for every four feet of length (the 4:1 rule). Only use ladders on a firm, level, and stable base, not on lumber, masonry block or other insecure materials. Never set up a ladder on a scaffold or other elevated work platform.
- f. Never climb on the two highest rungs of a step, straight or extension ladder, or sit or stand on the top cap of an "A" frame ladder.

- g. When straight ladders are used to access a work platform, the top must extend at least 3 feet above the landing, deck or roof area.
- h. Remove defective ladders from service and tag “*Dangerous, Do Not Use.*”
- i. Inspect the ladder for defects (missing cleats, cracked rungs, broken spreaders, etc.) before use. Do not use a defective ladder. Position ladders away from doors unless door is blocked, locked or guarded to prevent it from striking the ladder.
- j. Stepladders will be used only when fully open with both spreader bars locked and on firm and level surface. Do not use a stepladder in the closed or semi-closed position or as a lean-to ladder.
- k. Climb the front steps (not rear braces) of a stepladder. Always face the ladder when climbing or working.
- l. Maintain three points of contact at all times when ascending or descending the ladder.
- m. Never walk an “A” frame ladder or jump a straight ladder.

Housekeeping

During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails and all other debris shall be kept reasonably cleared from work areas, passageways, and stairs in and around buildings or other structures. The following housekeeping rules shall apply at all times:

- a. Dispose of oily rags, old paint cans and other containers that have held flammable liquids in the appropriate labeled receptacle.
- b. Throw debris and scrap in properly labeled waste containers. Do not place combustibles or flammables in open containers.
- c. Identify slip, trip and fall hazards in the work area and control them.
- d. Practice good housekeeping around your work area. Everyone must look after their own area and report other areas in need of attention to the supervisor promptly.

9.0 SAFETY COMMUNICATIONS

At minimum Cal/OSHA requires all employers to provide a system of communication regarding safety issues, concerns and identified hazards. Employees that bring these concerns to their employer shall do so without fear of reprisal. In a multiemployer work environment, the host employer and the contractor or subcontractor commit to a program that will provide the same level of safety and health protection to temporary and contract workers as to permanent workers. Before the start of any on-site work, the host employer and contractor or subcontractor, establish their respective safety and health responsibilities and obligations, as well as procedures for coordinating these

responsibilities and communicating safety and health information, employee training and education.

The key elements of safety communication include:

- Management leadership
- Worker participation
- Hazard identification and assessment
- Hazard prevention and control
- Employee training and education
- Program evaluation

10.0 INJURY AND ILLNESS REPORTING

It is the policy of the Las Gallinas Valley Sanitary District that all employees report any and all occupational related injury or illness to their supervisors immediately. Supervisors shall document and investigate all reported injuries and illnesses and provide guidance to the employee in seeking medical attention beyond basic first aid.

Employers shall report immediately by telephone to the nearest District Office of the Division of Occupational Safety and Health any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment. If a contractor is injured, the contractor's employer must notify Cal/OSHA.

Immediately means as soon as practically possible, but not longer than 8 hours after a manager or higher knows or with diligent inquiry would have known of the death or serious injury or illness.

A serious injury is defined as: any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

11.0 PERIODIC INSPECTIONS

Periodic inspections are designed to ensure that the Code of Safe Practices is being followed and to help identify new or previously unrecognized hazards. Inspection reports will be provided to the Las Gallinas Valley Sanitary District Facility Management for the inspected area(s). All safety violations, hazards and safety concerns observed will be documented. Use of an inspection check list aids in recordkeeping.

Supervisors will conduct a morning safety walk through of their employee primary area(s) and equipment to ensure it is in safe condition. Each morning, supervisors will review with their work crews any hazards associated with work to be performed that day.

Supervisors will document periodic safety inspections of their area and may include items on the below list. In some cases, the inspection shall be conducted by a competent person or qualified person. The following inspections shall be performed:

Required Inspection Frequency	
Fire Extinguisher	<i>Monthly</i>
Eye Wash Station	<i>Monthly</i>
Emergency Shower	<i>Monthly</i>
Forklift/Scissor Lift/Aerial Lift	<i>Pre-shift or pre use</i>
Hazardous Waste Containers	<i>Weekly</i>
Respirator	<i>Pre use</i>
Fall Protection Equipment	<i>Semi-annually & pre use</i>
Confined Space Equipment	<i>Per Equipment Manufacturer</i>
Portable Ladders	<i>Pre use</i>
Scaffold System	<i>Daily Prior to Employee Access</i>
Trench/Excavation	<i>Daily Prior to Employee Access. After Any Hazard Increasing Occurrence</i>
Work Areas	<i>Daily before work begins</i>

Managers and Supervisors shall conduct inspections as often as possible and at intervals sufficient to ensure safe and sanitary working conditions are maintained at all times.

12.0 HAZARD IDENTIFICATION AND CORRECTION

Hazard identification and assessment means that all contractors or subcontractors shall:

- a. Collect and review information about the hazards likely to be present in the workplace.
- b. Periodically inspect the workplace to identify new or recurring hazards.
- c. Investigate injuries, illnesses, incidents, and close calls/near misses to identify the underlying hazards.
- d. Identify and address any trends in injuries, illnesses, and hazard reports. Consider hazards associated with emergency or non-routine situations.
- e. Determine the severity and likelihood of incidents that could result from each hazard identified and use this information to prioritize corrective actions.

Note: employers have an ongoing obligation to control serious, recognized hazards.

13.0 RECORDKEEPING REQUIREMENTS

Record	Minimum Retention (yrs)	Code citation
Workplace inspections	1	8CCR3203(b)(1)

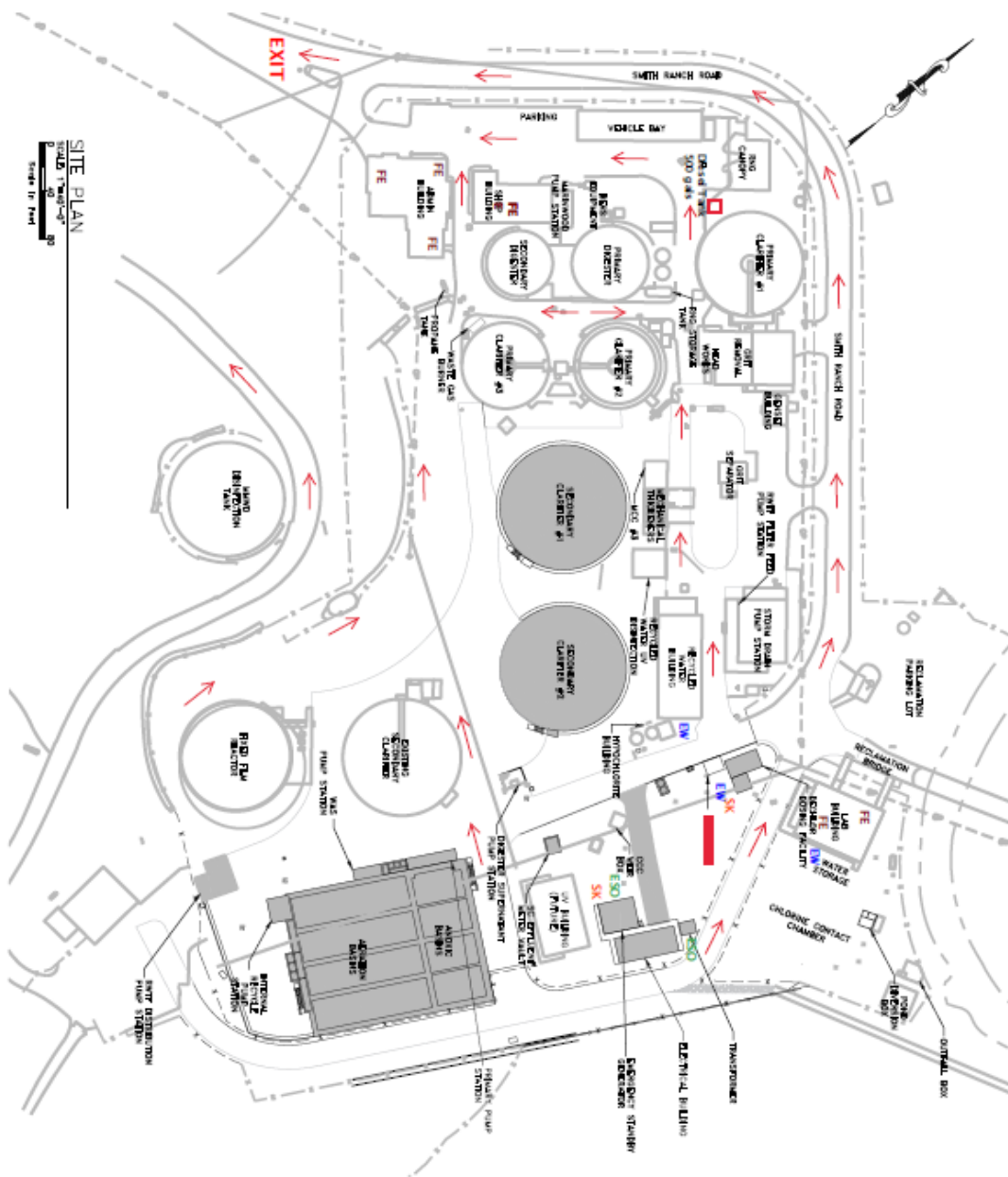
Training records (See below for exceptions)	1	8CCR3203(b)(2)
Safety committee meeting records	1	8CCR3203(c)(2)
Accident investigation records	None	
OSHA300, 300A, 301	5	8CCR14300.33
Employee medical records	Termination of employment + 30 yrs	8CCR3204(d)(1)(A)
Employee exposure records (Includes all workplace monitoring data, MSDSs, Chemical inventories)	"At least" 30 yrs	8CCR3204(d)(1)(B)
Bloodborne Pathogens Training	3	8CCR5193(h)(2)(B)
Sharps injury log	5	8CCR5193(h)(3)
Hazwaste manifest receipts	3	HSC25160.2(b)(3)&(4)
Asbestos training records	Termination of employment + 1 year	8CCR1529(n)(4)
Notification of identification, location and quantity of asbestos	Duration of ownership of building; must be transferred to new owner	8CCR1529(n)(6)
Noise exposure measurements	2	8CCR5100(d)(1)
Audiometric test records	Duration of employment	8CCR5100(d)(2)
Maintenance of fire extinguishing systems	5	19CCR904.1(b)
MSDS & SDS, and employee hazardous material exposure records	30 years	8,CCR 5194
Reports of testing on mechanical ventilation systems such as fume hoods	5 yrs	8 CCR 5143
Reports of testing on HVAC systems for building ventilation	5 yrs	8 CCR 5142(b)(2)

14.0 PERIODIC PROGRAM EVALUATION

Program evaluation and improvement means that the Las Gallinas Valley Sanitary District Facility Management will:

- a. Establish, report, and track metrics that indicate whether the program is effective.
- b. Evaluate the overall program, initially and periodically, to identify deficiencies and opportunities for improvement.
- c. Monitor progress and performance of contractors or subcontractors.
- d. Verify that the program is implemented and is operating.
- e. Correct program deficiencies and identify opportunities to improve.

Appendix A- Wastewater Treatment Plant Map



- Legend**
- EW = Eyewash/Shower Station
 - SK = Spill Kit
 - FE = Fire Extinguisher
 - ESO = Emergency Shower

Appendix B- Definitions

Appendix B- Definitions

PARTS AND MATERIALS:

All products, materials, devices, systems, or installations installed by Contractor shall have been approved, listed, labeled, or certified as conforming to applicable governmental or other nationally recognized standards, or applicable scientific principles. The listing, labeling, or certification of conformity shall be based upon an evaluation performed by a person, firm, or entity with appropriate registered engineering competence; or by a person, firm, or entity, independent of the manufacturer or supplier of the product, with demonstrated competence in the field of such evaluation.

CONTRACTOR:

Designates “Contractor”, “Contractors”, “Sub-Contractors”, “Suppliers”, and all employees of each.

AUTHORIZED DISTRICT REPRESENTATIVE:

The District’s Authorized Representatives shall be the employee(s) designated by the District to be responsible for communicating with the Contractor or subcontractor.

COMPETENT PERSON:

One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

QUALIFIED PERSON:

Qualified Person, Attendant or Operator. A person designated by the employer who by reason of training, experience or instruction has demonstrated the ability to safely perform all assigned duties and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

DISTRICT JURISDICTION:

For the purposes of these regulations, “District” Shall mean the Las Gallinas Valley Sanitary District.

TREATMENT PLANT AND FACILITIES:

For the purposes of these regulations, “Treatment Plant & Facilities” shall include the District's Wastewater Treatment Plant, lift stations and sewage conveyance systems located within the boundaries of the District.