

**Resource Recovery Program**

PO Box 24055, MS 702

Oakland, CA 94623-1055

(510) 287-1632

[RRWaste@EBMUD.com](mailto:RRWaste@EBMUD.com)[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)**RESOURCE RECOVERY BASE  
AGREEMENT**

FIS ID No: \_\_\_\_\_

**CUSTOMER CONTACT INFORMATION**

|  |       |  |  |
|--|-------|--|--|
| Sunnyvale Material Recovery and Transfer (SMaRT) Station |       | Ramana Chinnakotla, Director of Environmental Services |  |
| COMPANY NAME<br>301 Carl Road                            |       | PRIMARY CONTACT NAME, TITLE<br>456 W. Olive Ave.       |  |
| MAILING ADDRESS<br>Sunnyvale                             | 94086 | STREET ADDRESS<br>408-730-7785                         | EMAIL<br>rchinnakotla@sunnyvale.ca.gov |
| CITY   | ZIP   | PHONE NUMBER   | EMAIL                                  |

**BILLING CONTACT INFORMATION**

|                                   |       |   |                                  |
|-----------------------------------|-------|---|----------------------------------|
| City of Sunnyvale                 |       | Chris Lehon, Solid Waste Contract Administrator |                                  |
| COMPANY NAME<br>456 W. Olive Ave. |       | PRIMARY CONTACT NAME, TITLE<br>301 Carl Road    |                                  |
| MAILING ADDRESS<br>Sunnyvale      | 94086 | STREET ADDRESS<br>408-730-7715                  | EMAIL<br>clehon@sunnyvale.ca.gov |
| CITY                              | ZIP   | PHONE NUMBER                                    | EMAIL                            |

**TERMS AND CONDITIONS**

This Resource Recovery Base Agreement ("Base Agreement") is entered into between the Customer described above and East Bay Municipal Utility District ("EBMUD") as of the date it is signed by EBMUD's authorized representative. The Agreement establishes the terms and conditions under which the Customer may deliver non-hazardous materials to EBMUD's Main Wastewater Treatment Plant ("WWTP").

**Material Acceptance**

Customer may only deliver the waste material described in a Material Acceptance Permit approved in advance by EBMUD. Customer must submit a separate Material Acceptance Permit application for each waste stream Customer proposes to deliver to EBMUD, along with waste stream-specific analytical results for each proposed waste stream. EBMUD will review the Material Acceptance Permit application and approve or disapprove the application in its sole discretion. Material Acceptance Permits may not be transferred.

**Conditions of Discharge**

Customer may deliver the waste stream described in the approved Material Acceptance Permit on the condition Customer does so in compliance with this Agreement, the applicable provisions in EBMUD's Wastewater Control Ordinance<sup>1</sup>, and all other applicable federal, state, and local laws, ordinances and regulations. Additionally, Customer must at all times comply, and must require its haulers, generators, brokers, contractors, and subcontractor to at all times comply with the following conditions:

1. Discharge only waste that is described in Customer's Material Acceptance Permit approved by EBMUD.
2. Do not bring on to EBMUD premises or discharge at the WWTP any materials regulated by Toxic Substances Control Act, or hazardous waste as defined by Section 25117 of the California Health and Safety Code or by any other federal, state, or local laws, ordinances or regulations.
3. Discharge only waste that is in compliance with General Pretreatment Regulations and Categorical Pretreatment Standards, as those terms are defined in EBMUD's Wastewater Control Ordinance in effect at the time of the discharge.

<sup>1</sup> EBMUD's Wastewater Control Ordinance is available at <http://www.ebmud.com/wastewater/collection-treatment/wastewater-control-ordinance-discharge-limits/>


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4. Do not discharge any material that may interfere with WWTP operations, including but not limited to contaminants or trash, such as grit (coarse inorganic material such as sand-silt-clay, gravel, rocks, concrete, or broken glass), paper, cardboard, hard and soft plastics (gloves), Styrofoam, textiles (rags, towels), and solid metals.
5. Do not discharge any material that may pass through the MWWTP in violation of EBMUD's NPDES permit.
6. Do not discharge any material that violates the specific prohibitions of 40 CFR 403.5(b).
7. Consent to random and targeted inspections and sample collection by EBMUD's authorized representatives.
8. Maintain all appropriate and valid federal, state and local permits for hauling material to EBMUD's WWTP.
9. Haulers of fats, oils, and grease ("FOG") must at all times be in possession of a valid Inedible Kitchen Grease (IKG) registration certificate from California Department of Food and Agriculture, must be in full compliance with all associated regulations, and must have entered into a written agreement with EBMUD regarding signatures on the required IKG manifest (California Code of Regulations, Title 3, Division 2, Chapter 4, §1180 and AB 1333, Amended Penal Code 374.5(c)).
10. Comply with all applicable Cal OSHA requirements, including but not limited to California Code of Regulations, Title 8, Section 3210(b) relating to driver fall protection.
11. Supply equipment to properly discharge material (e.g., backup horn alarm safety device and 4-inch male camlock fittings).
12. Discharge material only at the designated locations printed on EBMUD-issued receipt.
13. Make timely payment of all required fees, charges, or penalties.
14. Comply at all times with EBMUD's procedures pertaining to the delivery and discharge of trucked or hauled wastes, and with all directions given by EBMUD staff or EBMUD security staff.

## Insurance Requirements

Throughout the life of the Agreement, Customer must maintain, and must require its haulers, generators, brokers, contractors, and subcontractors to maintain workers' compensation insurance, commercial general and auto liability insurance, and pollution liability insurance to the extent specified below, and as required by law. Customer must provide evidence of insurance coverage by completing and submitting the EBMUD certificate forms provided. Each EBMUD certificate form must be completed and signed by the Customer's insurance broker or agent. All changes to insurance coverage by Customer must be submitted in writing to, and approved in advance by, EBMUD. EBMUD may modify or increase the nature or extent of required insurance coverage with notice to Customer. **This Agreement will have no force or effect until the required insurance has been approved by EBMUD. Failure to maintain the required insurance will be grounds to terminate this Agreement. Acceptance of the certificates shall not relieve Customer of any of the insurance requirements, nor decrease the liability of Customer.**

The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and coverage shall be at least as broad as the requirements listed in this Agreement.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the customer.

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Where additional insured coverage is required, the additional insured coverage shall be “primary and non-contributory,” and will not seek contribution from EBMUD’s insurance or self-insurance.

A severability of interest provision must apply for all the Additional Insureds, ensuring that Customer’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

Customer agrees to provide immediate Notice to EBMUD of any loss or claim against Customer arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. EBMUD assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve EBMUD. In addition, EBMUD has the right, but not a duty, to settle any such claims.

Customer agrees, upon request by EBMUD, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

It is Customer’s responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of EBMUD to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the EBMUD, in this or any regard.

No coverage required shall be cancelled, non-renewed or materially reduced in coverage or limits without EBMUD being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event EBMUD shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to EBMUD of an updated certificate of insurance.

***Workers’ Compensation Insurance***

Customer shall take out and maintain during the life of the Agreement, Workers’ Compensation Insurance, for all of its employees. In lieu of evidence of Workers’ Compensation Insurance, EBMUD will accept a Self-Insured Certificate from the State of California.

***Commercial General Liability Insurance***

Customer shall take out and maintain during the life of this Agreement Commercial General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement.

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

- \$2,000,000/Occurrence & Aggregate, Bodily Injury, Property Damage
- \$2,000,000/Occurrence & Aggregate, Personal Injury, Advertising Injury
- \$2,000,000/Occurrence & Aggregate, Productions/Completed Operations

The following coverages or endorsements must be included in any applicable general liability and/or excess/umbrella policy:

1. EBMUD, its Directors, Officers, and employees are Additional Insureds in the general liability and/or any applicable excess/umbrella policies as to the work being performed under this Agreement;
2. The coverage is primary and non-contributory to any other insurance carried by EBMUD;
3. The General liability policies including any umbrella and/or excess policies covers contractual liability;
4. The policies are written on an occurrence basis;
5. The general liability policies do not contain any exclusions or limitations for EBMUD’s Property in Customer’s care, custody and control;
6. The policies cover personal injury (libel, slander, and wrongful entry and eviction) liability;
7. The policies cover products and completed operations and shall not contain any “prior work” coverage limitation or exclusion applicable to any services performed by Customer or on the Customer’s behalf;

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8. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on Customer's behalf.

## *Commercial Auto/Trucking Liability Insurance*

Customer shall take out and maintain during the life of this Agreement Commercial Auto/Trucking Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement.

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

- \$1,000,000/Occurrence & Aggregate – Bodily Injury, Property Damage Automobile

The following coverages or endorsement must be included:

1. EBMUD, its Directors, Officers, and employees are Additional Insureds all underlying and/or any excess/umbrella policies as to the work being performed under this Agreement;
2. The coverage is primary and non-contributory to any other insurance carried by EBMUD;
3. The policy(ies) covers contractual liability;
4. The policy(ies) cover the use of owned, non-owned, and hired automobiles and trucks;
  - a. The Permit Holder shall not transport hazardous materials or contaminants.
  - b. If Permit Holder's Scope of Work under this Agreement exposes a potential pollution liability risk related to seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or resulting from Permit Holder's and/or Subcontractors' performance under this Agreement, then Auto Liability Insurance policy(ies) must be endorsed to include Transportation Pollution Liability insurance. Alternatively, Coverage may be provided on the Permit Holder's Pollution Liability Policy(ies). Coverage to also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

## *Pollution Liability Insurance*

Customer shall take out and maintain during the life of the Agreement, Pollution Liability Insurance with a minimum of \$2,000,000 of liability coverage. The amount of insurance shall not be less than \$2,000,000 per occurrence, and with a three year tail if written on a claims-made basis.

A deductible may be acceptable upon approval of EBMUD. The policy shall provide 30 days advance written notice to for cancellation or reduction in coverage.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.

## *Waiver of Subrogation Rights*

Customer agrees to waive any and all rights of recovery against EBMUD regardless of applicability of any insurance proceeds and to require all indemnifying parties to do likewise. **General and Automobile liability and Workers' Compensation** policy(ies), including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that customer and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the EBMUD, its directors, board and committee members, officers, officials, agents, volunteers, and employees. Customer shall defend and pay any and all damages, fees, costs, etc. arising out of, pertaining to, or in any way related to Customer's failure to provide the waiver of subrogation from the insurance carrier.

## *Annual Fee & Disposal Charges*

The Annual Fee and Disposal Charges for each material type are provided in the Wastewater System Schedules of Rates and Charges, Capacity Charges and Other Fees, Wastewater Rates, Charges and Fees Schedule F – Rates for Resource Recovery Material, adopted by EBMUD's Board of Directors. The Disposal Charge for each load is based on (a) the

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applicable disposal rate for the material type delivered, (b) the vessel's (e.g. liquid tanker, end-dump truck) maximum capacity, and (c) other special accommodation charges, if assessed. EBMUD may modify its required fees and charges at any time without notice to Customer.

**Reporting Requirements**

Customer must provide, and must require its haulers, sub-haulers, generators, brokers, contractors, and subcontractors to provide, the following information to EBMUD upon request: records, pumping logs, manifests, and analytical results pertaining to the disposal of materials at the WWTP. Customer acknowledges that reports required under 40 CFR 403.12 are subject to the provisions of 18 U.S.C 1001 and 33 U.S.C.1392(c) related to fraud and false statements.

Customer and its haulers, sub-haulers, generators, brokers, contractors, and subcontractors must notify EBMUD's Resource Recovery Program in advance in writing of (1) any planned changes to Customer's operations or system which might alter the nature or quality of its waste stream prior to disposal at the WWTP, and (2) any deviation from or substantial change to the information reported on this Agreement or any Material Acceptance Permit. Examples of deviations or substantial changes include, but are not limited to, changes to vehicle information or capacity, change in business operations substantially affecting conditions of wastes discharged to the WWTP, change in Customer's address or other contact information, significant temporary or ongoing changes to the anticipated volume of delivered material, changes to wastewater generation that may affect the characteristics of the delivered material, and changes concerning the presence of constituents of concern or known pollutants in the delivered material.

EBMUD may respond to any Customer deviation or change by taking all actions it deems appropriate, including requiring a new Material Acceptance Permit application, modifying, suspending or revoking any existing Material Acceptance Permits and/or associated Supplemental Agreement, and modifying or terminating this Agreement.

**Inspection and Entry**

Customer acknowledges EBMUD has the right to enter Customer's premises or inspect any vehicle or equipment used by Customer to determine whether Customer is complying with all requirements of this Agreement.

**Enforcement and Penalties**

Customer is subject to all civil or criminal penalties and other enforcement remedies authorized by the EBMUD's Wastewater Control Ordinance or by applicable law.

**Suspension, Revocation, or Termination**

EBMUD reserves the right to suspend, revoke, or terminate this Agreement or any approved Material Acceptance Permit on 30 days' written notice without cause, or immediately upon the occurrence of any of the following:

1. Violation of any term or condition of this Agreement, the Ordinance, any order issued by EBMUD, Categorical Pretreatment Standards, General Pretreatment Regulations, or applicable federal, state or local laws, ordinances or regulations;
2. Discharge of waste in an unlawful manner, whether within or outside EBMUD premises;
3. Failure to fully disclose all relevant information in any application, permit, report, or manifest;
4. Discharge of materials that causes or threatens to cause a condition of Contamination, Pollution, Nuisance, Pass Through, or Interference as those terms are defined in the Ordinance;
5. Promulgation of new regulatory requirements by federal, state or local agencies;
6. Changes in the processes used by the Customer or changes in the discharge volume or character;
7. Changes in the operational needs of WWTP or in the service area;
8. Failure to timely pay fees, charges, or penalties;
9. Failure to report an accidental discharge;
10. Failure to promptly report significant changes in operations or hauled waste characteristics;
11. Tampering with monitoring or sampling equipment or sampling methodology;

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12. Failure or refusal to allow EBMUD timely access to Customer's facility premises, vehicles, equipment or records;
13. Termination of insurance or reduction in coverage to a level below that required by EBMUD; or
14. Existence of any other grounds for suspension, revocation or termination allowed by the Ordinance or any applicable law or regulation.

## Indemnification

To the fullest extent permitted under California law, Customer agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees ("Indemnified Parties") from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees ("Losses"), arising out of or resulting from Customer's, its generators', haulers', brokers', associates', employees', sub-contractors', or other agents' operation, performance or failure to perform under this Agreement or other negligent conduct, regardless of the passive or active negligence of any Indemnified Party, save and except Losses caused by the sole negligence or willful misconduct of any Indemnified Party. Customer acknowledges that any Losses that arise from or are in any way connected with the release or spill of any legally designated hazardous material or waste are expressly within the scope of this indemnity. Likewise, the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability or the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

## Limitation on Transfer

This Base Agreement authorizes only the above-listed Customer to arrange for delivery and discharge at the WWTP. Neither this Base Agreement, nor any Material Acceptance Permits issued in association with this Base Agreement, may be transferred, sold, traded, assigned, or sublet.

## Modification

This Base Agreement, any associated Supplemental Agreement or Material Acceptance Permits, constitute the entire agreement between EBMUD and Customer as to the matters described therein. No prior oral or written understanding shall be of any force or effect with respect to the matters covered therein. This Base Agreement may be modified, amended or supplemented by EBMUD in its sole discretion at any time by delivery of written notice to Customer which contains the new or changed provisions. Customer understands and agrees that, as a condition of continuing to discharge at the WWTP, Customer and its haulers, generators, brokers, contractors, and subcontractors must comply with any modifications, amendments, and supplements to this Base Agreement made by EBMUD.



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FIS ID No: \_\_\_\_\_

**CERTIFICATION**

By signing below, I certify that I have the authority to bind Customer to all the terms of this Agreement and am authorized to sign under 40 CFR 403.12(l), and Title V, Section 3 of the EBMUD Wastewater Control Ordinance. I acknowledge that I have had an opportunity to review this Base Agreement with legal counsel of my choice. I understand that my signature binds Customer to be legally responsible for the disposal of material and for complying with all provisions of this Base Agreement and any associated Supplemental Agreement or Material Acceptance Permits, the applicable provisions of EBMUD's Wastewater Control Ordinance and all applicable federal, state and local laws, ordinances and regulations. I understand that noncompliance with the Base Agreement and any associated Supplemental Agreement or Material Acceptance Permits or the Wastewater Control Ordinance may subject me and Customer to enforcement remedies and penalties, including suspension or revocation of this Base Agreement or any associated Supplemental Agreements or Material Acceptance Permits.

PRINTED NAME

TITLE

CUSTOMER – SIGNATURE (E.G. CORPORATE OFFICER OR DULY AUTHORIZED REPRESENTATIVE. SEE INSTRUCTIONS.)

DATE

**EBMUD AUTHORIZATION**

Upon submission and approval of the required Insurance Certificates and any Material Acceptance Permits and Supplemental Agreements, the above-named Customer is hereby authorized to discharge hauled non-hazardous material at the WWTP as provided by this Base Agreement, and any associated Supplemental Agreements and Material Acceptance Permits and all applicable federal, state, and local laws, ordinances and regulations.

EBMUD DIRECTOR OF WASTEWATER

DATE

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COMPENSATION INSURANCE****THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: Wastewater Department, Environmental Services DivisionStreet Address: 375 11th Street, MS 702Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623-1055**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**District Account Number: (Completed by EBMUD)

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**Trucked non-hazardous waste permitted for disposal at designated EBMUD Wastewater Treatment facilities**TYPE OF INSURANCE:**

Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder must contain a waiver of subrogation endorsement providing that customer/permit holder and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the EBMUD, its directors, board and committee members, officers, officials, agents, volunteers, and employees. Customer shall defend and pay any and all damages, fees, costs, etc. arising out of or resulting from, customer's failure to provide the waiver of subrogation from the insurance carrier.

**INSURANCE COMPANY:**Self Insured**POLICY NUMBER:**N/A**POLICY TERM:**From: 07/01/2023To: 06/31/2024

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.**

Firm

City of Sunnyvale

Address

456 W. Olive AveSunnyvale, CA 94086

Signed

Date

03/13/2024

Phone

408.730.3003

Email

riskmanagement@sunnyvale.ca.gov

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



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# CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE

**THIS IS TO  
CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: Wastewater Department, Environmental Services Division

Street Address: 375 11th Street, MS 702

Mailing Address: P.O. Box 24055

City, State, Zip: Oakland, CA 94623-1055

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Account Number: (Completed by EBMUD)

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

Trucked non-hazardous waste permitted for disposal at designated EBMUD Wastewater Treatment facilities

**TYPE OF INSURANCE:** **Commercial General Liability** Coverage/Endorsements as required by agreement.

**LIMITS OF LIABILITY:** \$2,000,000 Occurrence & Aggregate, Bodily Injury and Property Damage-General Liability

**(MINIMUM)** \$2,000,000 Occurrence & Aggregate, Personal Injury/Advertising Injury

\$2,000,000 Occurrence & Aggregate, Products/Completed Operations

**SELF INSURED RETENTION (\$):** 1,000,000

**AGGREGATE LIMITS (\$):** 40,000,000

**INSURANCE COMPANY(IES):** CJPRMA, Safety National, Munich Re, Applied Underwriters/Continental Indemnify Company, Chubb/ACE American, Everest Reinsurance Co, Quota Share, Bowhead/Midvale, AWAC

**POLICY NUMBER(S):** 2023-2024 MOC, FCA4068311, 152376-3019263-2022, JCI23NPX-01042-03, G71816370 004, FC10045252-2023, PEF-172337023-00.FA0090560-2023-1, 0312-9438

**POLICY TERM:** From: 07/01/2023 To: 06/31/2024

**THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):**

1. ☒ EBMUD, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement.
- ENDORSEMENT NO. \_\_\_\_\_
2. ☒ The coverage is Primary and non-contributory to any other applicable insurance carried by EBMUD.
3. ☒ The policy(ies) covers waiver of subrogation by the Carrier(s) against EBMUD and its Directors, officers, agents, and employees.
4. ☒ The policy(ies) covers contractual liability.
5. ☒ The policy(ies) are written on an occurrence basis.
6. ☒ The policy(ies) cover District's Property in Customer's care, custody and control.
7. ☒ The policies cover personal injury (libel, slander, and wrongful entry and eviction) liability.
8. ☒ The policies cover products and completed operations and shall not contain any "prior work" coverage limitation or exclusion applicable to any services performed by Customer or on Customer's behalf.
9. ☒ The insurance requirements including the Additional Insured Endorsements shall be the greater of (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein.
10. ☒ Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on Customer's behalf.
11. ☒ A severability of interest provision must apply for all the Additional Insureds.
12. ☒ Independent Contractor's liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
13. ☒ No coverage required shall be cancelled, non-renewed or materially reduced in coverage or limits without EBMUD being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event EBMUD shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to EBMUD of an updated certificate of insurance.



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[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)

## CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Firm City of Sunnyvale  
Address 456 W. Olive Ave  
Sunnyvale, CA 94086

Signed   
Date 03/13/2024  
Phone 408.730.3003  
Email riskmanagement@sunnyvale.ca.gov

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



**Resource Recovery Program**  
 PO Box 24055, MS 702  
 Oakland, CA 94623-1055  
 (510) 287-1632  
[RRInsure@EBMUD.com](mailto:RRInsure@EBMUD.com)  
[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)

# CERTIFICATE OF COMMERCIAL AUTO/TRUCKING LIABILITY INSURANCE

## THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)  
 Department: Wastewater Department, Environmental Services Division  
 Street Address: 375 11th Street, MS 702  
 Mailing Address: P.O. Box 24055  
 City, State, Zip: Oakland, CA 94623-1055

## THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Account Number: (Completed by EBMUD)  
 Insured (Customer Name): \_\_\_\_\_  
 Address: \_\_\_\_\_

## LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

Trucked non-hazardous waste permitted for disposal at designated EBMUD Wastewater Treatment facilities

**TYPE OF INSURANCE:** **Commercial Automobile Liability** Coverage/Endorsements as required by agreement.

**LIMITS OF LIABILITY (MINIMUM):** \$1,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

**SELF INSURED RETENTION (\$):** 1,000,000

**AGGREGATE LIMITS (\$):** 40,000,000

**INSURANCE COMPANY(IES):** CJPRMA, Safety National, Munich Re, Applied Underwriters/Continental Indemnity Company, Chubb/ACE American, Everest Reinsurance Co, Quota Share, Bowhead/Midvale, AWAC

**POLICY NUMBER(S):** 2023-2024 MOC, FCA4068311, 152376-3019263-2022, JCI23NPX-01042-03, G71816370 004, FC10045252-2023, PEF-172337023-00, FA0090560-2023-1, 0312-9438

**POLICY TERM:** From: 07/01/2023 To: 06/31/2024

## THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. ☒ EBMUD, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement.
2. ☒ The coverage is Primary and non-contributory to any other applicable insurance carried by EBMUD.
3. ☒ The insurance requirements including the Additional Insured Endorsements shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein.
4. ☒ The policy(ies) cover contractual liability.
5. ☒ The policy(ies) covers the use of owned, non-owned, and hired automobiles and trucks.
  - a. The Permit Holder shall not transport hazardous materials or contaminants.
  - b. If Permit Holder's work exposes a potential pollution liability risk related to seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or resulting from Permit Holder's and/or Subcontractors' performance, then Auto Liability Insurance policy(ies) must be endorsed to include Transportation Pollution Liability insurance. Alternatively, Coverage may be provided on the Permit Holder's Pollution Liability Policy(ies). Coverage to also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
6. ☒ Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on Customer's behalf.
7. ☒ A *severability of interest* provision must apply for all the Additional Insureds, ensuring that Customer's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).
8. ☒ No coverage required shall be cancelled, non-renewed or materially reduced in coverage or limits without EBMUD being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event EBMUD shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to EBMUD of an updated certificate of insurance.

☐ By checking the box, entering into the Agreement, and signing below, the Customer verifies that it has no Company owned vehicles, non-owned (employees using their personal vehicles for Company business) vehicles, and hired (leased, hired, borrowed, or rented vehicles used for Company business) vehicles and will not use any owned/hired vehicles and will not allow the use of employee vehicles in relation to activities associated with this Permit. The Customer further verifies that its hauler is an EBMUD Permit Holder that carries the required auto/truck liability insurance.



**Resource Recovery Program**

PO Box 24055, MS 702  
Oakland, CA 94623-1055  
(510) 287-1632

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[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)

## CERTIFICATE OF COMMERCIAL AUTO/TRUCKING LIABILITY INSURANCE

**IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.**

Firm City of Sunnyvale  
Address 456 W. Olive Ave  
Sunnyvale, CA 94086

Signed   
Date 03/13/2024  
Phone 408730.3003  
Email riskmanagement@sunnyvale.ca.gov

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

**Resource Recovery Program**PO Box 24055, MS 702  
Oakland, CA 94623-1055  
(510) 287-1632[RRInsure@EBMUD.com](mailto:RRInsure@EBMUD.com)[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)**CERTIFICATE OF POLLUTION LIABILITY  
INSURANCE****THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: Wastewater Department, Environmental Services DivisionStreet Address: 375 11th Street, MS 702Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623-1055**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**District Account Number: (Completed by EBMUD)

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**Trucked non-hazardous waste permitted for disposal at designated EBMUD Wastewater Treatment facilities**TYPE OF INSURANCE:** Pollution Liability (Claims Made Basis)**MINIMUM LIMITS OF LIABILITY:** \$2,000,000 each claim - \$2,000,000 aggregate**INSURANCE COMPANY:** APIP / Ironshore**POLICY NUMBER:** APIP 35-JPA/Pools 2**POLICY TERM:** From: 07/01/2023 To: 06/31/2024**POLICY TAIL:** From: \_\_\_\_\_ To: \_\_\_\_\_

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.**

Signed: \_\_\_\_\_

Authorized Signature of Broker, Agent, or Underwriter

Date: 03/13/2024Firm: City of SunnyvaleAddress: 456 W. Olive AveSunnyvale, CA 94086Phone: 408.730.3003E-mail: riskmanagement@sunnyvale.ca.gov

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

**Resource Recovery Program**PO Box 24055, MS 702  
Oakland, CA 94623-1055  
(510) 287-1632[RRWaste@EBMUD.com](mailto:RRWaste@EBMUD.com)[www.ebmud.com/wastewater/commercial-waste/trucked-waste](http://www.ebmud.com/wastewater/commercial-waste/trucked-waste)**MATERIAL ACCEPTANCE PERMIT**

MAP No: \_\_\_\_\_

**MATERIAL ACCEPTANCE PERMIT**

1) PERMIT HOLDER (COMPANY NAME)

2) NAME OF GENERATOR OR PROJECT SITE NAME

3) ADDRESS OF MATERIAL SOURCE (EX: 123 SMITH ST, OAKLAND, CA 55555)

4) MATERIAL COMPOSITION (E.G.: LIQUID, SOLID, SLUDGE, ETC)

5) ESTIMATED TOTAL VOLUME (GALLONS OR POUNDS)

6) ESTIMATED DELIVERY DATES (E.G.: APRIL 8 – 16, 2018, OR "ON-GOING")

7) DELIVERY FREQUENCY AND VOLUME PER LOAD (EX: M, W, F, 3 X 5000 GAL / DAY)

8) DESCRIBE MATERIAL SOURCE GENERATION, PROCESS DESCRIPTION, INPUTS AND OUTPUTS, CHEMICALS USED (ATTACH SAFETY DATA SHEETS), CONSTITUENTS OF CONCERN (ATTACH APPROPRIATE LAB DATA), AND CURRENT/PAST DISPOSAL PRACTICE.

☐ No☐ Yes, complete the Additional Information Form.

9) IS THE WASTE GENERATION SUBJECT TO FEDERAL CATEGORICAL PRETREATMENT STANDARDS?

10) APPLICABLE SIC AND/OR NAICS CODE(S)

11) PURCHASE ORDER OR JOB NUMBER (OPTIONAL, IF DESIRED FOR YOUR TRACKING PURPOSES)

By entering into the Material Acceptance Permit, the Permit Holder agrees to pay EBMUD the disposal charge for each load based on (a) the applicable disposal rate for the material delivered, and (b) the maximum vessel capacity. The disposal rate for each material type shall be as set forth in EBMUD's Wastewater System Schedule of Rates and Charges and Fees then in effect.

**CERTIFICATION**

By signing below, I certify that I have the authority to bind the above identified Permit Holder to all the terms of this Material Acceptance Permit and am authorized to sign under 40 CFR 403.12(l), and Title V, Section 3 of the EBMUD Wastewater Control Ordinance. I understand that my signature binds The Permit Holder to the statements made in this Permit and to comply with all applicable provisions of EBMUD's Wastewater Control Ordinance and all applicable federal, state and local laws, ordinances and regulations. I understand that noncompliance with Permit or the Wastewater Control Ordinance may subject me and the Permit Holder to enforcement remedies and penalties, including suspension or revocation of this Permit.

I certify that the description of the material is a true and accurate representation and any changes to the waste stream composition, volume or source described will be disclosed in writing to the EBMUD Resource Recovery Program for further review of material acceptability.

PRINTED NAME &amp; TITLE

E-MAIL ADDRESS

PERMIT HOLDER – SIGNATURE (E.G. CORPORATE OFFICER OR DULY AUTHORIZED REPRESENTATIVE. SEE INSTRUCTIONS.)

DATE

**EBMUD AUTHORIZATION**

R2 PROGRAM MANAGER APPROVAL, DATE

MATERIAL DESCRIPTION

DIVISION MANAGER APPROVAL, DATE

MATERIAL TYPE





**Resource Recovery Program**  
PO Box 24055, MS 702  
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## SUPPLEMENTAL INFORMATION FORM

MAP No: \_\_\_\_\_

### SUPPLEMENTAL INFORMATION FORM

Generator Name/Facility: Sunnyvale SMaRT Station

Generator Contact Person: Deepti Jain

Phone Number: 408-730-7791 Email: djain@sunnyvale.ca.gov

1. What is the main, overall purpose of the site or facility? (e.g., converts corn into tortillas or facility processed pulp into paper but is decommissioned and demolition of the tanks is required. Describe the tank contents.)

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2. What is the process that generates the waste stream? (e.g., if purge water from monitoring wells, what are the wells installed to monitor? If tank rinse-out, what type of tank is it and previous contents? If process water, what is added during the manufacturing processes that may end-up in the wastewater?)

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3. What are the inputs into the process generating the waste? What chemical solutions (if any) have been added during the waste generation processes? What % concentration of chemical solutions exists in the waste generated? Please provide the appropriate Safety Data Sheets.

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4. What are the constituents of concern (e.g., pH, COD, metals, hydrocarbons, etc.)? Submit appropriate laboratory test results.

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5. What is the current and / or past method of disposal for this waste stream?

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6. What is the anticipated total volume and daily frequency?

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# MATERIAL ACCEPTANCE PERMIT THIRD-PARTY BILLING AGREEMENT

MAP No: \_\_\_\_\_

## THIRD-PARTY BILLING CONTACT INFORMATION

**NOT APPLICABLE**

THIRD-PARTY COMPANY NAME

PRIMARY CONTACT NAME, TITLE

MAILING ADDRESS

STREET ADDRESS

CITY

ZIP

PHONE NUMBER

EMAIL

## TERMS AND CONDITIONS

1. EBMUD has issued the Material Acceptance Permit (MAP) identified above to the Permit Holder identified in the designated space below. Permit Holder hereby requests that EBMUD first invoice the Third-Party identified above for deliveries accepted under the MAP identified above and all applicable related annual fees. Permit Holder acknowledges that neither this request nor its implementation by EBMUD excuses Permit Holder's obligation to pay each invoice in full as it becomes due, or any applicable annual fees, except to the extent an invoice or assessed annual fee is timely paid by the Third-Party identified above.
2. The Third-Party will be billed for all disposal-related charges based on the material type indicated on the Material Acceptance Permit and according to the current EBMUD Schedule of Rates and Charges as may be amended from time to time.
3. Disposal fees are based on the vessel's (e.g. liquid tanker, end-dump truck etc.) maximum capacity for each delivery.
4. The Third-Party will be billed an annual \$350 fee.
5. Payment of the fees and charges are due when billed by EBMUD and are past due if payment is not received within 30 days of invoice issuance.
6. The Permit Holder is ultimately responsible to pay all fees and charges related to its Resource Recovery Agreement and Material Acceptance Permit. Permits may be revoked due to late payment or non-payment. Overdue accounts may be referred to an outside agency for collection.
7. Permit Holder acknowledges EBMUD may adjust its fees and charges during the life of the Permit.

PERMIT HOLDER PRINTED NAME &amp; TITLE

E-MAIL ADDRESS

PERMIT HOLDER – SIGNATURE (E.G. CORPORATE OFFICER OR DULY AUTHORIZED REPRESENTATIVE. SEE INSTRUCTIONS.)

DATE

I certify I am an authorized representative of the **Third-Party** identified above, and I am aware of the Permit Holder's request that invoices and assessed annual fees under the MAP identified above be sent to the Third-Party for payments. I acknowledge that payments not made within 30 days of invoice issuance are late and may be subject to interest, penalties and the cancellation of Permit Holder's right to deliver waste, and that overdue accounts may be referred to an outside agency for collection.

THIRD-PARTY PRINTED NAME &amp; TITLE

E-MAIL ADDRESS

THIRD-PARTY SIGNATURE

DATE