

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE ORO LOMA SANITARY DISTRICT AND
[NAME OF CONTRACTOR]**

THIS AGREEMENT for [REDACTED] services is made by and between the Oro Loma Sanitary District ("District") and [REDACTED] ("Contractor") (together sometimes referred to as the "Parties") as of [REDACTED], 20[REDACTED] (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on [REDACTED], the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Contractor is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless

currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. 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 California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. District hereby agrees to pay Contractor a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices are to be mailed to the District offices or emailed to payables@oroloma.org. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - District Project Manager's name.
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the District when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and District. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and District, if applicable.

2.2 Monthly Payment. District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Final Payment. District shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. District shall pay for the services to be rendered by Contractor pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Any reimbursable expenses and applicable not to exceed amount are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to District. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as

of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Project Manager.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

- 3.1 Safety Requirements.** Contractor shall perform all services in accordance with the District's Safe Work Requirements attached to this Agreement as Exhibit C.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

- 4.1.1 General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Project Manager.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

- 4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:
- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
 - b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000, and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement; as well as commercial umbrella policy in an amount not less than \$4,000,000. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance 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 Contractor's insurance and shall not contribute with it.

- 4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:
- a. Certificate of Liability Insurance in the amounts specified in the section;
 - b. Additional Insured Endorsement as required by the section;
 - c. Waiver of Subrogation Endorsement as required by the section; and
 - d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

- 4.3.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.3.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.
- 4.3.3 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.3.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the District.
- 4.3.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Remedies. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have

the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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.

- 6.2 Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses.
- 7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in

employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Project Manager or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement.

- 8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Project Manager, District shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Project Manager. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Project Manager.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be

subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 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.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including

reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 Contract Administration. This Agreement shall be administered by [REDACTED] ("Project Manager"). All correspondence shall be directed to or through the Project Manager or his or her designee.

10.9 Notices. Any written notice to Contractor shall be sent to:

[REDACTED]
[REDACTED]
[REDACTED]

Any written notice to District shall be sent to:

Oro Loma Sanitary District
2655 Grant Avenue
San Lorenzo, CA 94580
ATTN: General Manager

10.10 Integration. This Agreement, including the exhibits listed below, represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	District Safe Work Requirements
<u>Exhibit D</u>	California Labor Code Section 1720 Information
<u>Exhibit E</u>	In-Use Off Road Diesel-Fueled Fleets Regulation

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

Sample

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

ORO LOMA SANITARY DISTRICT

[NAME OF CONTRACTOR]

Jimmy Dang, General Manager

[NAME, TITLE]

Contractor's DIR Registration Number
(if applicable)

2933968.1

EXHIBIT A
SCOPE OF SERVICES

Sample

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Sample

EXHIBIT C

DISTRICT SAFE WORK REQUIREMENTS

SAFETY POLICY

Contractors and their subcontractors working for the District shall comply with all applicable federal, state, and local safety orders in the performance of any work on District projects. In addition, Contractors and their subcontractors shall comply with all safety regulations and procedures listed in this Safe Work Requirements. Contractors shall take any additional precautions necessary to prevent injury or damage to persons, property, or interference with District operations.

Contractors shall be responsible for notifying employees, subcontractors, and invitees of these District Safe Work Requirements. No work within District facilities or on District contract work sites shall begin prior to such notification. Contractor shall not allow a new employee or new subcontractor to begin work on District projects without having conducted a full and proper safety orientation. The safety orientation shall include watching the District's contractor safety video; all the Contractor's personnel performing duties at District facilities, including sub-contractors, shall watch the District's contractor safety video, which can be accessed at <http://engr.oroloma.org/projects>. The video is available in English and Spanish.

Contractors doing work at the 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. The orientation session shall include emergency procedures, an explanation of applicable District safety policies, and any unique and inherent hazards of District facilities. It is then the responsibility of the Contractor's Superintendent or designated personnel to orient and so inform all personnel under the Contractor's supervision.

The District may, in its sole discretion, either temporarily or permanently remove a Contractor's employee from District work and/or terminate the Contractor's right to proceed for any violation of applicable Cal/OSHA Construction Safety Orders or these District Safe Work Requirements.

DEFINITIONS

As used in this Safe Work Requirement, the following definitions are applicable:

A. 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.

B. CONTRACTOR

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

C. 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.

D. DISTRICT JURISDICTION

For the purposes of these regulations, "District" Shall mean the Oro Loma Sanitary District.

E. 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.

EMERGENCY PROCEDURES

A. FIRST AID

Contractors shall be responsible for providing first aid and medical treatment for their employees and for compliance with the first aid requirements of all applicable Cal/OSHA Construction Safety Orders.

Contractors shall be responsible for making prior arrangements for emergency medical care and for transportation of injured Contractor personnel.

B. FIRE

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

In the event of a fire, Contractor shall immediately notify the nearest District employee and if possible, call emergency (911) and give the location of the plant, which is 2600 Grant Avenue, San Lorenzo (at the foot of Grant Avenue).

BASIC SAFETY RESPONSIBILITIES AT DISTRICT FACILITIES

A. COMMUNICATION

Contractor shall maintain close communication with the Authorized District Representative.

B. RESPONSIBILITY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, to:

1. All employees on the work site and other persons and organizations who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage or off the site.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations (whether referred to herein or not) of any public agency having jurisdiction over the safety of persons or property, or the protection of persons from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and facilities when performance of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property and facilities.

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the District.

C. GENERAL SAFETY REGULATIONS

Basic Rules:

- Work shall not begin until the Contractor's personnel have been informed of the District's Safe Work Requirements and potential hazards.
- All safety procedures applicable to the job being performed, including use of appropriate protection equipment, shall be followed.
- The Contractor's personnel shall **never** operate, use, adjust, modify or relocate any District equipment, switches, valves, or other controls. The Authorized District Representative must be contacted should operation, adjustment, modification, or relocation of District equipment be necessary.
- 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.
- Drinking water shall be supplied by Contractor. Do Not Drink Water from Hose Connections at any District Facility.
 1. Hose bib connections are located throughout the treatment plant. Most of these 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.
 2. Water lines throughout the treatment plant are color coded and labeled as follows:

Domestic Water Piping	Blue (#1)
Service Water Piping (Plant Effluent)	Red (#4)
 3. 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 #4 Red water hose for wash down, he/she should immediately wash their hands in domestic water with soap.
- 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.

- Use of alcoholic beverages and/or illegal drugs by Contractor or any employee is strictly prohibited. Use of prescription or non-prescription drugs which interfere with the individual's ability to work safely is also prohibited.
- Contractor shall advise the Authorized District Representative of any employee with any medical conditions that could put the employee in danger.

Personal Protection Equipment:

- Contractor shall be responsible for providing and assuring use by employees of all OSHA required protective equipment.
- Approved respiratory equipment shall be worn when the possibility of exposure to hazardous dusts, vapors, fumes, mists, or gases exists. In addition to all other safety regulations, pipes or conduit should be mechanically BLOCKED off. District safety procedures shall be followed when working on, but not limited to, the following systems:
 1. Natural gas and sludge gas (Methane)
 2. Ferrous chloride
 3. Polymer
 4. Hypochlorite
 5. Compressed Air
- Contractor shall be responsible for determining the existence and location of such systems prior to commencement of work.

Power Tools and Welding Equipment:

- Gasoline and electrical powered hand tools shall be protected by approved ground fault circuit interrupters, or shall be double insulated. Cords shall be inspected daily prior to use. Damaged cords shall not be used on District work.
- Pneumatic driven power tools shall be disconnected from air lines when not in use. Hoses shall be inspected daily prior to use. Damaged hoses shall not be used on District work.
- Power tools shall be used only by trained personnel who have a valid license in their possession. Proper warning signs shall be posted when these tools are in use.
- Electric and gas welding and cutting tools, including cords and gas hoses, shall be inspected daily prior to use. Damaged cords and gas hoses shall not be used on District work.
- Contractor and Contractor employees' tools and equipment used on District work sites shall be in safe operating condition and shall conform to the requirements of Cal/OSHA regulations. All personnel using such tools shall be properly trained.

D. BARRICADES AND SIGNS FOR TRAFFIC CONTROL

All Contractors, permittees, or agencies doing work for District which requires traffic control shall:

1. Install and maintain required traffic devices.
2. Provide appropriately equipped flag persons when required.
3. Provide adequate safeguards for workers and District personnel.
4. Maintain access for District personnel to all District facilities.

All work on streets, roadways, or similar thoroughfares shall comply with the Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Streets and Highways" and any local ordinances. District Plant speed is **maximum** 10 mph.

SPECIAL PROCEDURES AND UNIQUE HAZARDS

A. CONFINED SPACE ENTRY

Confined spaces of all types exist throughout the District and throughout the plant and range from open trenches and manholes, to tanks, clarifiers and digesters. Contractors are required to meet Cal/OSHA safety standards for CONFINED SPACE ENTRY OPERATIONS, Title 8 Article 108 (Sections 5156-5159) 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. 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 equipment.

B. ELECTRICAL SUPPLY SYSTEMS (QUALIFIED ELECTRICAL WORKER)

The treatment plant's Electrical Supply System consists of two 360KW digester/natural gas fired engine driven generators, one 750KW diesel oil fired engine driven standby generator, a 500KW solar array, and one utility supply line from PG&E. 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 two 480 volt switchgear panels. These panels are interconnected by cables and protected by breakers, relays and monitoring devices, and are controlled by a load control system which consists of a master PLC (Programmable Logic Controller) and slave PLC's controlling each generator and the utility supply.

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.

In order to work on or around the electrical systems at the Oro Loma Sanitary District the contractor or subcontractor must meet the District's minimum Qualified Electrical Worker standard.

A Qualified Electrical Worker shall be able to:

1. Recognize exposed energized parts from other parts of the equipment.
2. Be able to determine the nominal voltage of exposed energized parts.
3. They shall be competent in the proper use of special precautionary techniques.
4. They shall know the proper use of Personal Protective Equipment (PPE).
5. They shall be knowledgeable of insulating and shielding materials and how to use insulated tools for working on or near exposed parts of electrical equipment.
6. They shall be able to understand and recognize all the hazards and potential hazards of working on and around electricity.

Unqualified workers completing electrical work is not just unsafe, it is an indicator of where the employer's heart and mind is. As described above, qualified and competent persons must be placed on the site to complete the electrical work while ensuring the highest standard of SAFETY.

In addition to these requirements, the Qualified Electrical Worker must have one of the following:

- California General Journeyman Electrician License.
- California Certified Electrician.

If your electrical workers do not comply with one or more of the above, they are not Qualified Electrical Workers and can not complete electrical work or work near electrical systems on Oro Loma Sanitary District Projects.

The Contractor is to provide with their quote or bid, the license or certification numbers of their Electrical Workers that will be working on or around the Districts electrical systems. Without this information your quote or bid will be disqualified.

C. FERROUS CHLORIDE SYSTEMS

The Ferric Chloride System consists of a large steel cylindrical (rubber lined) storage tank with loading and unloading nozzles, pressure relief valve and 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.

Ferric 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.

D. DIGESTER GAS SYSTEM

The Digester Gas System consists of five concrete tanks, 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 large engines driving generators to make electricity for the plant. Heat from the engines 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.

E. HYPOCHLORITE SYSTEM

Hypochlorite, or concentrated chlorine bleach (14%), is used to disinfect, or kill bacteria and virus in the final effluent (water) discharged from the plant. Three 9,000 gallon high density polyethylene tanks 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.

F. GENERAL HAZARDS

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

- 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)

The undersigned acknowledges receipt of and has read and fully understands these District Safe Work Requirements.

CONTRACTOR

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the District \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the District Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT E

In-Use Off-Road Diesel-Fueled Fleets Regulation

Title 13 CCR section 2449: General Requirements for In-Use Off-Road Diesel Fueled Fleets, paragraph (i) reads:

Beginning January 1, 2024, prime contractors and public works awarding bodies are subject to the requirements in section 2449(i)(1) – (4) below.

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor or public works awarding body, as applicable, must obtain copies of the valid Certificates of Reported Compliance, as described in section 2449(n), for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor or public works awarding body, as applicable, for a project must be retained for three years after that project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Information on how to obtain this certificate can be found on California Air Resources Board website:
<https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>.