

**Agreement for Acceptance of Earth Materials  
for the North Richmond Living Levee Project**

This Agreement for Acceptance of Earth Materials for the North Richmond Living Levee Project ("**Agreement**") is effective May 1, 2026 ("**Effective Date**") and is between the West County Wastewater District, a sanitary district organized and existing under the Sanitary District Act of 1923 ("**WCW**") and Contra Costa County Flood Control and Water Conservation District ("**District**"), each a "**Party**" and together the "**Parties**."

A. The District has available excess earth materials consisting of dirt, rock, and other fill materials ("**Soil**") from the lower Wildcat Creek Watershed.

B. The District desires to transfer the Soil to WCW and enter upon a portion of WCW's property identified on Exhibit A attached hereto (the "**Placement Site**") to deliver the Soil to the Placement Site.

C. WCW desires to accept the Soil for use in the North Richmond Living Levee Project ("**Project**"). The Soil will be trucked or otherwise hauled by the District's licensed and qualified contractor ("**Contractor**") from the lower Wildcat Creek Watershed to the Placement Site at WCW's Water Quality and Resource Recovery Plant to be stockpiled in Pond #3 for WCW's intended future use in the construction phase of the Project, subject to the terms and conditions of this Agreement.

The Parties therefore agree as follows:

**Section 1. Term.**

The Term of the Agreement begins on the Effective Date and continues until the date that the District provides WCW written notice of completion of the Soil transport work and WCW accepts the Soil.

**Section 2. Costs.**

The District is solely responsible for all of its costs and expenses in transporting, delivering, and placing the Soil at the Placement Site and performing all other obligations of the District under this Agreement, including, but not limited to, all permitting and regulatory requirements. WCW is solely responsible for all of its costs and expenses in accepting, stockpiling, and using the Soil and performing all other obligations of WCW under this Agreement, including, but not limited to, all permitting and regulatory requirements.

**Section 3. Transporting and Delivering Soil; Licenses, Authorizations, Permits.**

The District, through its Contractor, will transport and deliver approximately 25,000-30,000 cubic yards of Soil to the Placement Site by December 31, 2026.

The District and its Contractor shall perform the Soil transportation and delivery in a good and workmanlike manner in compliance with all applicable laws and regulations and the terms and conditions of this Agreement. The District is responsible for grading of the Soil on WCW's property as shown on WCW's consultant's Sediment Storage Plans. Upon completion of the Soil transportation, delivery, and placement, WCW shall be solely responsible for the maintenance of the Soil and compliance with all applicable laws and regulations.

The District is responsible for obtaining and maintaining all licenses, authorizations or permits required by any governmental agency for transporting, delivering, and placing the Soil, at the District's sole cost. The District shall cause the Soil to be transported and delivered in accordance with the requirements of any permits as may be required by any governmental authorities and agencies.

#### **Section 4. Condition of Soil.**

The District has had a qualified environmental consultant test the Soil for the presence of contaminants and determine if the Soil is suitable for placement on WCW's property with a proposed future use on the Project. The District has provided the results of the Soil testing to WCW (the "Soils Report"). WCW has reviewed and approved the Soils Report, and is entitled to exclusively rely upon the results shown in the Soils Report. The District shall also cause the Contractor to use commercially reasonable efforts to keep asphalt, concrete and any other construction debris out of the Soil, and WCW shall have the right under this Agreement to inspect the Soil prior to Contractor's delivery of such Soil.

Before the Contractor transports and delivers the Soil to the Placement Site, WCW may perform additional testing on the Soil, at its sole cost and expense, to confirm that the Soil is suitable for placement in wetlands in accordance with applicable laws and regulations, including California State Water Resources and Control Board requirements. In the event that WCW determines the Soil contains unacceptable levels of contaminants, or WCW otherwise rejects the condition of the Soil, then WCW may terminate this Agreement by written notice to the District. Upon receipt of WCW's written termination notice, the District shall immediately cease all transport and delivery work at no cost or expense to WCW.

#### **Section 5. Insurance.**

The District's contract with Contractor will include the following insurance requirements:

5.1 Policies Required. The Contractor will take out before beginning performance of the work and maintain at all times during the term of the Agreement the following policies of insurance with insurers possessing a best rating of not less than A-VII.

(i) Workers' Compensation. The Contractor shall procure and maintain at all times during the term of the Agreement Workers' Compensation Insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance, which must not be less than One Million Dollars (\$1,000,000) per accident or disease. All Workers' Compensation policies must be endorsed with the provision that the insurance must not be suspended, voided, or cancelled without the insurer providing 30 days prior written notice to the District and WCW. The Workers' Compensation insurance must also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the District and WCW and their respective elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from, or pertain to, or relate to the work.

(ii) Commercial General Liability Insurance. The Contractor shall also procure and maintain at all times during the term of this Agreement a policy of Commercial General Liability Insurance with a limit for each occurrence of Two Million Dollars (\$2,000,000), and naming as additional insureds District, WCW, their respective Board members, officers, employees and agents. The insurer shall endorse that its policy is primary insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of

contribution from any other insurance covering the District and/or WCW. The insurance must be occurrence-based insurance.

(iii) Automobile Liability Insurance. The Contractor shall also procure and maintain at all times during the term of the Agreement a policy of Automobile Liability Insurance covering all automobiles owned, hired, and non-owned or leased by the Contractor with a limit of One Million Dollars (\$1,000,000) for each accident and naming as additional insureds the District and WCW, and their respective Board members, officers, employees and agents. The insurer must endorse that its policy is primary insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the District and/or WCW. The insurance must be occurrence-based insurance. The Automobile Liability policy shall also be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by the Contractor pursuant to the contract.

(iv) With respect to coverages under Subsections ii and iii above, inclusion of the District and WCW as additional insureds will not in any way affect the District's or WCW's rights as respects to any claim, demand, suit or judgment made, brought or recovered against the Contractor. Each policy must protect the District, its contractor, and WCW in the same manner as though a separate policy had been issued to each. These requirements will not operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest had been named as an insured.

5.2 Policy Contents or Endorsements. Each general liability and automobile liability insurance policy must contain or be endorsed with the following provisions:

(i) The insurance may not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days' prior written notice has been provided to the District and WCW.

(ii) Any failure to comply with the reporting requirements of any policy will not affect coverage provided to the District, WCW, and their respective elected or appointed officers, officials or employees.

(iii) The Contractor shall grant to the District and WCW a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District and/or WCW by virtue of the payment of any loss under such insurance. The Contractor shall obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District and/or WCW have received a waiver of subrogation endorsement from the insurer.

5.3 Insurance Certificates and Endorsements. Prior to commencing the work, the District shall submit to WCW documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation must be provided on forms which are acceptable to WCW and must include all required endorsements and verify that coverage is actually in effect. Failure to provide these forms within the time specified by WCW may result in the automatic termination of this Agreement. Current certification of insurance must be kept on file with WCW at all times during the term of this Agreement.

5.4 Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by WCW.

5.5 Termination of Insurance. If WCW receives notification that the Contractor's

insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, then WCW may terminate this Agreement.

**Section 6. Indemnification.**

WCW shall be included as an indemnitee in the contract between the District and Contractor.

**Section 7. Written Notification.**

WCW's contract administrator will be Victoria Donati. All communications relating to the day-to-day activities of the Agreement will be exchanged between WCW's Project Manager, Joe Neugebauer or designee, and the District's Project Manager, Gus Amirzehni. Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either Party desires or is required to give to the other Party must be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either Party may change its address by notifying the other party in writing of the change of address. Notice will be deemed given two business days after mailing if mailed within the State of California as provided in this Section.

If to WCW: West County Wastewater  
2910 Hilltop Drive  
Richmond, CA 94806  
Attn: Victoria Donati  
With a courtesy copy by email to [vdonati@wcwd.org](mailto:vdonati@wcwd.org)

If to County: Contra Costa County Flood Control and Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Sara Duckler  
with a courtesy copy by email to: [sara.duckler@pw.cccounty.us](mailto:sara.duckler@pw.cccounty.us)

**Section 8. Termination.**

- A. Termination Without Cause. Either party may terminate the Agreement at any time by providing thirty days written notice to the other party. In no event will WCW in any manner be liable for the District and/or its contractor's costs and expenses of transporting the Soil.
- B. Termination For Cause. Should the District materially default in the performance of or breach any provision of this Agreement, and should such material default or breach continue uncured for a period of ten (10) days after written notice thereof by WCW, WCW may terminate this Agreement. The District shall not be deemed to have breached or defaulted under this Agreement if the District's breach or default is reasonably susceptible to cure and requires more than ten (10) days for cure and the District commences to cure within the ten (10) day period and afterwards diligently completes such cure.

In the event of default by the District under this Agreement which is not cured as required herein, WCW shall have all remedies available to WCW at law or in equity, and

to institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including without limitation termination of this Agreement, injunction, and specific performance. In no event will WCW in any manner be liable for the District and/or its Contractor's costs and expenses of transporting the Soil.

#### **Section 9. Alternative Dispute Resolution.**

Before resorting to mediation or other legal process, the primary contacts of the Parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any Party desiring to meet and confer shall so advise the other Party pursuant to a written notice. Within 15 days after a Party provides that written notice, the primary contacts for each Party shall meet and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. This Section survives the termination or expiration of this Agreement.

#### **Section 10. Compliance with Federal, State and Local Laws.**

The Parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. The Parties will not be responsible or liable for the other Party's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

#### **Section 11. Assignment.**

The Parties shall not assign any right or obligation under this Agreement without the other Party's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the other Party's prior written consent will be void.

#### **Section 12. Entire Agreement.**

This Agreement represents the entire understanding of WCW and the District. No prior oral or written understanding will be of any force or effect. This Agreement may not be modified or altered except in writing signed by both Parties.

#### **Section 13. Jurisdiction.**

This Agreement will be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this Agreement will be the Superior Court of the State of California in Contra Costa County.

#### **Section 14. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect unless amended by the mutual written consent of the Parties.

**Section 15. Execution.**

This Agreement may be executed in counterparts. Electronic signatures are valid as original signatures.

**Section 16. Successors.**

This Agreement will be binding on and inure to the benefit of the Parties' successors or assigns, except to the extent of any contrary provision in this Agreement.

**Section 17. Third Parties**

This Agreement is intended solely for the benefit of the Parties and their respective successors and assigns. The Agreement shall not confer upon any person or entity other than the Parties, and their successors and assigns any remedy, claim, liability, reimbursement, or other right.

The Parties are signing this Agreement to be effective as of the Effective Date.

WEST COUNTY WASTEWATER DISTRICT

CONTRA COSTA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By: \_\_\_\_\_  
Andrew Clough  
General Manager

By: \_\_\_\_\_  
Warren Lai  
Chief Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Director of Water Quality & Resource Recovery  
Aaron Winer

Date \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel

ATTEST:

By: \_\_\_\_\_  
Secretary to the District/District Clerk

Date \_\_\_\_\_

## Exhibit A – Placement Site



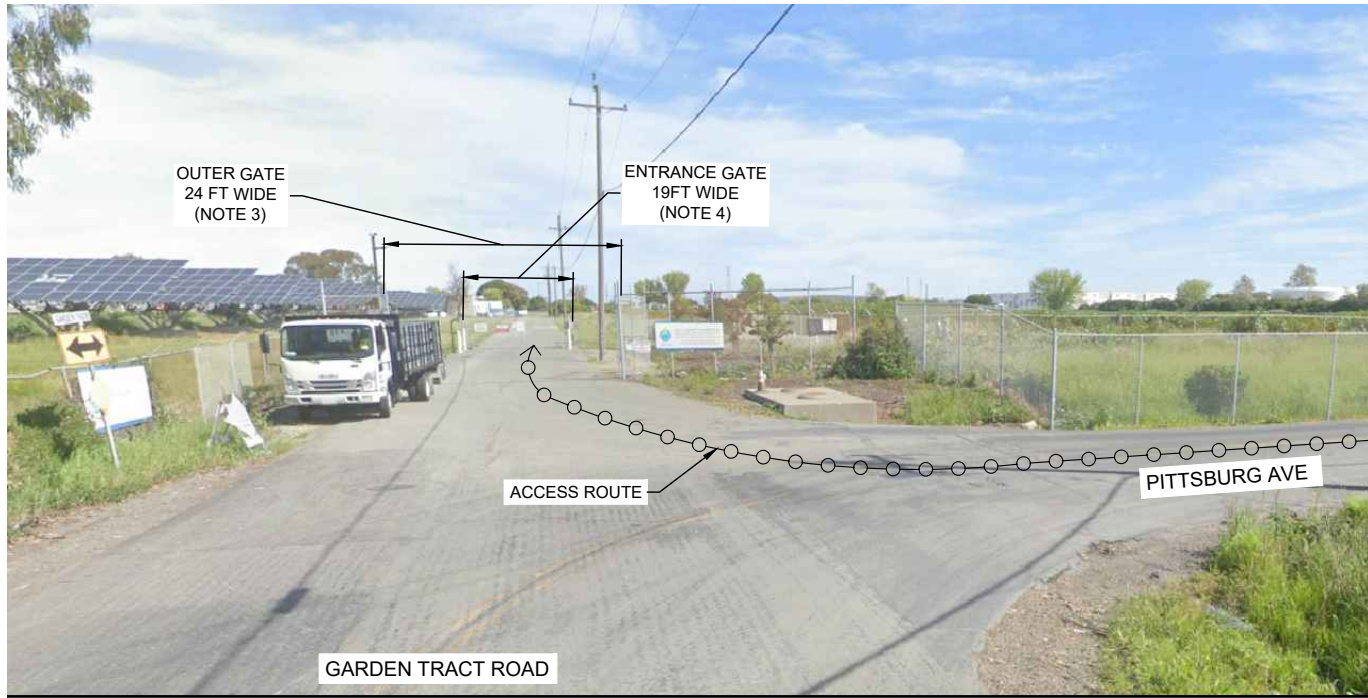


PHOTO 1 FRONT ENTRANCE AT GARDEN TRACT ROAD  
G-1 PHOTO N.T.S.



PHOTO 2 ACCESS RAMP  
G-1 PHOTO N.T.S.



PHOTO 3 EXIT GATE AT PARR BLVD  
G-1 PHOTO N.T.S.

**NOTES**

1. PHOTOS ARE PROVIDED TO SHOW GENERAL CONDITIONS AT LOCATIONS ALONG THE ACCESS AND EGRESS ROUTES.
2. CONTRACTOR IS RESPONSIBLE FOR ASSESSING CONDITIONS ALONG ALL PORTIONS OF ACCESS AND EGRESS ROUTES AND USING EQUIPMENT CAPABLE AND APPROPRIATE TO OPERATE ALONG THESE ROUTES.
3. OUTER GATE WILL BE KEPT OPEN BY WCW STAFF BETWEEN 8AM AND 5PM MONDAY TO FRIDAY. NO GATE ACCESS OUTSIDE OF THESE HOURS.
4. ENTRANCE GATE AND EXIT GATE ARE OPERATE BY SENSOR AND INTERCOM. COORDINATE WITH WCW TO CONFIRM GATE ACCESS PROCEDURES.

**MITHUN**

SEATTLE / Pier 56, 1201 Alaskan Way, #200  
Seattle, WA 98101 / 206.623.3344  
SAN FRANCISCO / 585 Howard Street, #300  
California, CA 94105 / 415.956.0688  
LOS ANGELES / 5837 Adams Blvd  
Culver City, CA 90232 / 323.937.2150  
mithun.com



575 MARKET STREET  
SUITE 3700  
SAN FRANCISCO, CA 94105  
OFFICE - 415.896.5900  
WWW.ESASSOC.COM



PROJECT NAME  
**NORTH RICHMOND LIVING  
LEVEE DEMONSTRATION  
PROJECT**  
2377 GARDEN TRACT ROAD  
RICHMOND, CA 94801

REVISIONS		
#	DATE	DESCRIPTION
DESIGNED	ELD	
DRAWN	LCT, SM	
CHECKED	AEB	
IN CHARGE	ELD C 81281	
PROJECT NUMBER	D202000458	
ISSUE DATE	FEB 18, 2026	
SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")		
1" = 1"		

PHASE  
**FINAL**

SHEET TITLE

**SITE ACCESS  
PHOTOS**

SHEET NUMBER  
**G-2**

SHEET 2 OF 5

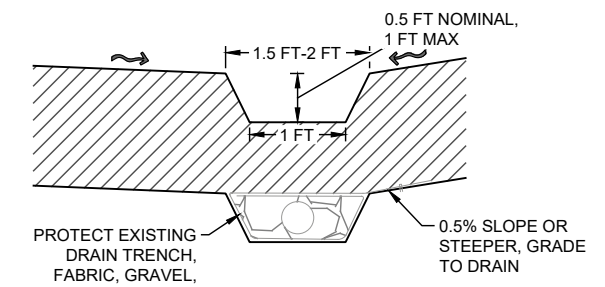
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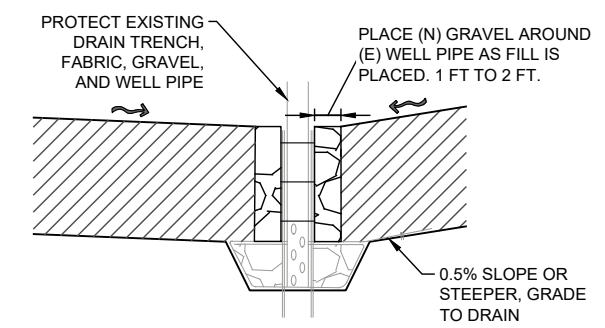


**NOTES**

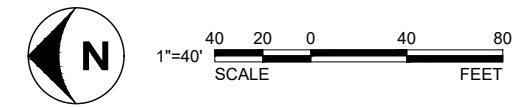
- EXISTING GRADE ELEVATIONS IN PONDS MAY REFLECT THE WATER SURFACE ELEVATION AT TIME OF SURVEY, VERIFY IN FIELD.
- PROTECT ALL EXISTING FACILITIES. VERIFY LOCATION OF DRAIN DITCH(ES) AND WELL PIPE(S) PRIOR TO FILL PLACEMENT.
- USE EQUIPMENT SUITABLE FOR NAVIGATING INDICATED ACCESS AND EGRESS ROUTES. BE AWARE OF REQUIRED TIGHT TURNS, POTENTIAL LIMITED CLEARANCE AT GATES, AND NEED TO OPERATE ON UNPAVED SURFACES.
- DUMPING/OFFLOADING ZONE MAY BE USED FOR OFFLOADING SEDIMENT FROM HAUL TRUCKS. NO OFFLOADING ALLOWED OUTSIDE OF DUMPING/OFFLOADING ZONE AND SEDIMENT PLACEMENT AREA. PERFORM FIELD ENGINEERING TO CREATE RAMPS AND OTHER FEATURES WITHIN THE SEDIMENT PLACEMENT AREA NECESSARY TO FACILITATE SEDIMENT OFFLOADING, PLACEMENT, AND SHAPING.
- DO NOT PERFORM EARTHWORK OUTSIDE OF SEDIMENT PLACEMENT AREA AND DUMPING/OFFLOADING ZONE WITHOUT WRITTEN APPROVAL BY WCW. REMOVE ANY MATERIAL PLACED IN DUMPING/OFFLOADING ZONE PRIOR TO COMPLETION OF WORK
- PLACE FOUR 4'X8' SHEETS OF PLYWOOD ON POND BOTTOM PRIOR TO PLACEMENT OF FIRST LIFT OF SEDIMENT MATERIAL. SURVEY THE CENTER OF EACH SHEET OF PLYWOOD AND REPORT NORTHINGS, EASTINGS, AND ELEVATIONS TO WCW. PLYWOOD SHEETS SHALL BE 3/4-INCH OR THICKER. DO NOT USE PRESSURE-TREATED PLYWOOD.
- PRIORITIZE PLACEMENT OF SEDIMENT LOADS CONTAINING NOTABLE PORTIONS OF SAND, GRAVEL AND/OR OTHER COARSE GRAINED MATERIAL ALONG THE SOUTH SIDE OF SEDIMENT PLACEMENT AREA TO THE EXTENT PRACTICABLE.



**1**  
C-1  
DRAIN TRENCH DETAIL  
DETAIL NOT TO SCALE



**2**  
C-1  
FILL AT EXISTING WELL PIPE  
DETAIL NOT TO SCALE



**MITHUN**  
 SEATTLE / Pier 56, 1201 Alaskan Way, #200  
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 SAN FRANCISCO / 585 Howard Street, #300  
 San Francisco, CA 94105 / 415.956.0688  
 LOS ANGELES / 5837 Adams Blvd  
 Culver City, CA 90232 / 323.937.2150  
 mithun.com

**ESA**  
 575 MARKET STREET  
 SUITE 3700  
 SAN FRANCISCO, CA 94105  
 OFFICE - 415.896.5900  
 WWW.ESASSOC.COM



PROJECT NAME  
**NORTH RICHMOND LIVING  
 LEVEE DEMONSTRATION  
 PROJECT**  
 2377 GARDEN TRACT ROAD  
 RICHMOND, CA 94801

REVISIONS		
#	DATE	DESCRIPTION

DESIGNED	ELD
DRAWN	LCT, SM
CHECKED	AEB
IN CHARGE	ELD C 81281
PROJECT NUMBER	D202000458
ISSUE DATE	FEB 18, 2026
SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")	
1" = 40'	

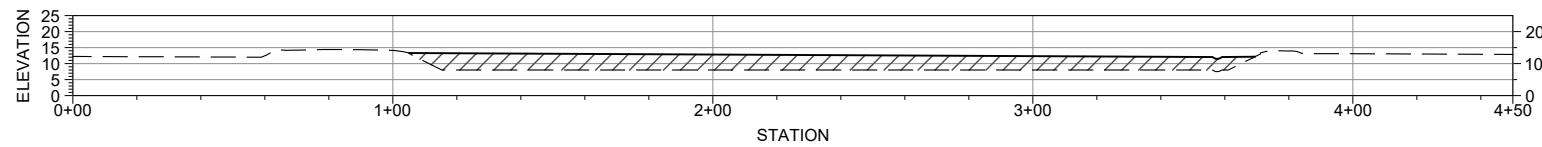
PHASE  
**FINAL**

SHEET TITLE  
**GRADING PLAN**

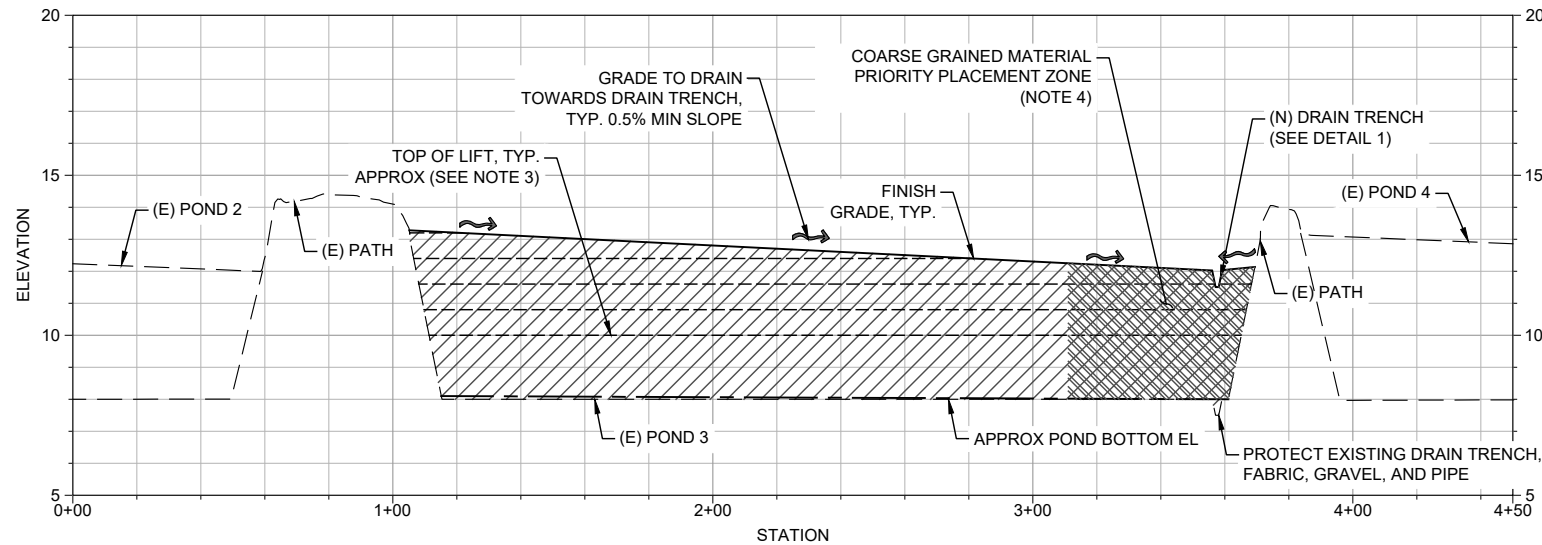
SHEET NUMBER  
**C-1**

SHEET 3 OF 5

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**A**  
C-1 **GRADING CROSS SECTION 1**  
PROFILE H: 1" = 30'  
V: 1" = 30'



**A**  
C-1 **GRADING CROSS SECTION 1 (10X VERT. EXAG.)**  
PROFILE H: 1" = 30'  
V: 1" = 3'

**NOTES**

1. TOP ELEVATION OF FILL NOT TO EXCEED ELEVATION OF THE PERIMETER ROADS. ACTUAL FINISH GRADES WILL VARY.
2. PLACE STOCKPILE MATERIAL IN UNIFORM LIFTS. FIRST LIFT SHALL BE NO MORE THAN 24 INCH MAXIMUM THICKNESS. SUBSEQUENT LIFTS SHALL BE NO MORE THAN 18 INCH MAXIMUM THICKNESS PER LIFT. TRACK WALK MATERIAL TO COMPACT ANY VOIDS AND ACHIEVE RELATIVELY FIRM SURFACE PRIOR TO STARTING PLACEMENT OF SUBSEQUENT LIFT.
3. BOTTOM ELEVATION OF POND 3 APPROXIMATELY ELEVATION 8 FT NAVD. BOTTOM ELEVATION MAY VARY DUE TO MAINTENANCE WORK TO BE PERFORMED BY WCW IN SPRING OF 2026. VERIFY ELEVATIONS PRIOR TO PLACEMENT OF FIRST LAYER OF STOCKPILE MATERIAL AND INFORM WCW IF ELEVATIONS VARY MORE THAN +/- 0.5 FT FROM ASSUMED APPROXIMATE ELEVATION SHOWN ON DRAWINGS.
4. PRIORITIZE PLACEMENT OF SEDIMENT LOADS CONTAINING NOTABLE PORTIONS OF SAND, GRAVEL AND/OR OTHER COARSE GRAINED MATERIAL ALONG THE SOUTH SIDE OF SEDIMENT PLACEMENT AREA TO THE EXTENT PRACTICABLE.



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PHASE  
**FINAL**

SHEET TITLE

**GRADING CROSS  
SECTION 1**

SHEET NUMBER

**C-2**

SHEET 4 OF 5

