

REQUEST FOR PROPOSAL (RFP)

for Tension Fabric Structure Installation

RFP No. 25-557-01

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Elaine Horng, Assistant Engineer
(510) 287-0250
Elaine.horng@ebmud.com

RESPONSE DUE

September 23, 2025
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Elaine Horng, EBMUD
elaine.horng@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP No. 25-557-01 for Tension Fabric Structure: Installation

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the installation of a District-furnished tension fabric structure at the Walnut Creek Water Treatment Plant (WTP) located in Walnut Creek, California.

East Bay Municipal Utility District (District) intends to award a lump sum contract to the Proposer(s) who best meets the District's requirements.

The structure will be approximately 40' by 50' in area, and approximately 27'-4" tall (peak height). The District-furnished structure description and installation specifications are included in Exhibit H.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of installing tension fabric structures for at least five (5) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

Proposer must be able to meet milestones listed in section I.E of this RFP.

Specifications in Exhibit E are as listed:

- 01 14 00 – Work Restrictions
- 01 35 24 – Project Safety Requirements
- 01 35 44 – Environmental Requirements
- 01 35 53 – Security Procedures
- 01 55 26 – Traffic Regulation

Specific requirements for the installation of the tension fabric structure include:

- Coordinate with the District to provide labor and equipment to offload the equipment during tension fabric structure delivery.
- Grade and level the area of the structure footprint and any immediate area affecting installation. See Exhibit G for the aerial site layout.
- Furnish and install Class II aggregate base course (ABC) material in the area of the structure footprint and any immediate area affecting installation. See Exhibit G for the aerial site layout.
- Install furnished earth anchors and other foundation-related preparation. A compressor complete with a 90 lb jack hammer will be needed to install these anchors.
- Provide personnel and equipment to support the installation of the rollup door, installed by a third party. This may include up to two operators, a forklift or hoisting equipment, and a small manlift. The Contractor will contact the third party within one (1) day of rollup door delivery to schedule the rollup door installation once the structure is installed.
- Provide an electrician to complete electrical testing of structure lighting and rollup door. Contractor to provide temporary power to test full functionality.
 - Power requirements:
 - Rollup door: 115/208/230 volt single phase 1/2 HP model RHX operator front of hood mounted (including miller safety edge, photo eyes, and two remote controls).
 - Structure light fixtures: Each fixture comes preprogrammed to detect and adjust to the power supply available to the light fixture which can handle 120v – 277v power supply.
 - District will provide permanent power to the structure after testing is complete.
- Site access: The project site is congested and the Contractor shall conduct its operations to minimize interference with District personnel and others. Access to all roads, buildings, and facilities shall be maintained by the Contractor at all times.
- Contractor heavy construction vehicle drivers shall conform to designated construction hours (see Section 01 14 00 for designated construction hours), including no driving, queuing, idling or parking on local roadways outside of designated construction hours as outlined in written traffic safety requirements.

- Walnut Creek WTP Construction traffic shall not queue, idle, or park on the access road between the end of Larkey Lane and the security gate at any time (including during construction hours).

Equipment Required:

- Manlifts and scissor lifts
- Crane with operator and rigger to assist in raising the free span aluminum beams during the erection sequence. It will be needed for approximately 3 hours.
- Appropriate fall protection
- Contractor-provided temporary power for testing of lighting and rollup door. See Section 01 35 44.
- Specialized hand tools supplied by Sprung Structures loaned to the Contractor. The Contractor shall be responsible for the tools during installation. Lost, stolen, or damaged tools will be billed to the Contractor with an approximate total value of \$50,000.

Refer to the documents in Exhibit E and H for more detailed information

D. DELIVERABLES / REPORTS

The following deliverables are required:

- Submittals listed in Section 01 35 24 – Project Safety Requirements
- Submittals listed in Section 01 35 53 – Security Procedures
- Submittals listed in Section 01 35 44 – Environmental Requirements

Refer to Specifications in Exhibit E for more detailed information.

E. MILESTONES

Anticipated schedule for this RFP is as follows:

- Grading and leveling of the area where tension fabric structure will be installed shall be completed prior to delivery or so that installation can be completed within three (3) weeks of delivery.
- Installation of the tension fabric structure and support of the installation of the roll up door shall be completed within three (3) weeks of delivery.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	September 3, 2025	
Optional Site Walk	September 10, 2025 at 8:00am	at: Operations Building 2201 Larkey Lane Walnut Creek, CA 94597
Email: Elaine Horng @elaine.horng@ebmud.com to confirm attendance for optional site walk by September 9, 2025 5:00pm.		
Deadline for Questions	September 15, 2025 to elaine.horng@ebmud.com	
Addendum Issued	September 17, 2025	
Response Due	September 23, by 4:00 p.m.	
Additional CEP Forms Due	Two working days after RFP selection. See Exhibit A for more information.	
Anticipated Contract Start Date	October 28, 2025	

Note: All dates are subject to change **by District**.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

A. OPTIONAL SITE WALK

Optional site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the site.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award will be made to the Proposer with the lowest overall cost that meets the other minimum requirements.
3. The District reserves the right to award to a single or to multiple General Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of installation. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

	Evaluation Criteria	Weight
A.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Meets minimum qualifications; 2. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 3. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 4. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>	95
B.	<p>Contract Equity Program:</p> <p>Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>	5

C. PRICING

1. Prices quoted shall be firm for the first year of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. PREVAILING WAGES:

1. All Contractors proposing on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.
3. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
4. The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.
5. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.
6. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

E. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District’s response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will

include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

F. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of two (2) years from the date of acceptance by the District.

G. INVOICING

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice. A lump sum of the amount for offloading and installation of the tension fabric structure will be invoiced after successful and undamaged offloading and installation, including the support of the installation of the rollup door.
2. The District will notify the General Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

H. LIQUIDATED DAMAGES

1. A deduction for liquidated damages will be assessed for not meeting District-specified performance requirements as prescribed in this RFP. \$500 per day will be assessed for the failure to install the fabric tension structure and failure to support the installation of the rollup door within the time frame specified.
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.
3. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

I. BONDS

1. The successful Proposer will be required to post and maintain the following bonds included in Exhibit D for one-hundred percent (100%) of the total contract amount with the District. Bonds must be on District forms attached to this RFP as **Exhibit D - Bond Forms**.
 - a. Payment Bond
 - b. Faithful Performance Bond

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Elaine Horng, Assistant Engineer

EBMUD Design Division

E-Mail: elaine.horng@ebmud.com

PHONE: (510) 287-0250

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Elaine Horng, Assistant Engineer
EBMUD Design Division
E-Mail: elaine.horng@ebmud.com
PHONE: (510) 287-0250

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Provide your complete RFP response in PDF format and email elaine.horng@ebmud.com prior to the bid due date/time. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to the transfer of files through email. You may call at (510) 287-0250 to check receipt of the proposal. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
2. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
3. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
4. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
5. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, E, F, G, H, or I, or qualify their RFP responses. Proposers shall not submit to the**

District a re-typed or otherwise re-created version of these documents or any other District-provided document.

2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A
RFP RESPONSE PACKET
RFP No. 25-557-01 Tension Fabric Structure Installation

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference, and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

☐ YES ☐ NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Installation of Tension Fabric Structure and Support of Installation of Rollup Door	EA	1	\$	\$
			TOTAL COST	\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e., Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Description of the Proposed Installation Method:** RFP response shall include a description of the proposed workplan and means and methods to install the District-furnished Tension Fabric Structure, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other installation methods. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. The description shall describe all labor warranties provided by the Proposer which are to be in compliance with the requirements of this RFP.
3. **Schedule:** The RFP response shall include detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
4. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
5. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

6. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP For Tension Fabric Structure Installation RFP No. 25-557-01

Proposer Name: _____

**Proposer must provide a minimum of three (3) references for
tension fabric structure installation projects completed in the last 5 years.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
RFP For Tension Fabric Structure Installation RFP No.25-557-01

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Proposer takes exception to...

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be downloaded from the District website at the following link:

<https://www.ebmud.com/business-center/contract-equity-program>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.

See Exhibit F for required CEP forms for the bid and CEP forms required for post bid.

Required CEP Forms for this bid: Form P-025 and P-046.

Required CEP Forms for post bid: Form P-040, P-041, and P-042.



EXHIBIT B INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance or self-insurance.

- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT 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 DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT 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 the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
- Coverage B. Employer's Liability of not less than:
- | | |
|----------------------------|---------------------------|
| Bodily Injury by accident: | \$1,000,000 each accident |
| Bodily Injury by disease: | \$1,000,000 each employee |
| Bodily Injury by disease: | \$1,000,000 policy limit |

- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry Workers' Compensation insurance.

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. 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 CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. 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 contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. 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.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed

operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR'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).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. 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 CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000
- D. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or contractor's/subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

IV. Pollution Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. 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 CONTRACTOR.

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

E. 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.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.

F. Insurance written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

V. Installation Floater Coverage

- A. At all times during the performance of services under this Agreement, CONTRACTOR shall maintain Installation Floater insurance on a special form ("all risks") basis against direct physical loss or damage to all materials, property, structures, and equipment owned or provided by CONTRACTOR, while in transit or storage, and during construction, erection, installation and testing. Coverage shall be in an amount equal to 100% of the projected completed value of the Project as well as subsequent modifications to that sum, unless an agreed amount is otherwise stated between the CONTRACTOR and the District. CONTRACTOR shall cause the policy to be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, and agents.

Verification of Installation Floater Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Installation Floater insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VI. Rigger's Liability/Boom Operator's Liability Insurance

Contractor shall carry, or require its subcontractor(s) to carry, Rigger's Liability/Boom Operator's Liability Insurance with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate if CONTRACTOR's work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall insure against physical loss or damage to the property or equipment.

Verification of Rigger's Liability/Boom Operator's Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Rigger's Liability/Boom Operator's Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage (*Optional* – See Paragraph A below)

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. 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 CONTRACTOR.
- D. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 2. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
 4. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 5. Independent Contractor's Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be

covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2020

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1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **"Contract"** means the agreement between the District and Contractor as memorialized in the Contract Documents.

- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten

days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished, or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import

restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required
- d. to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- e. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section

1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.

- f. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- g. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- h. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- i. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- j. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- k. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- l. General prevailing wage determinations have expiration dates with either a single
- m. asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 connection with the

Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnode.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any

calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The

Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay

event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the
- e. District, and which were not concurrent with any other type of delay) the Project
- f. Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- g. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
- i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.

- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees, arising out of or resulting from Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

25. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

26. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

28. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

EXHIBIT D – BOND FORMS



DATE _____

FAITHFUL PERFORMANCE BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated the day and year entered on the first page hereof.

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this _____ day of _____, 20 _____

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

*If corporation, Corporate President or CEO; if Partnership, Partner.

**Corporate Secretary or financial officer.



DATE _____

PAYMENT BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the contractor named above, hereinafter called the Contractor, has this day entered into a Contract with East Bay Municipal Utility District, hereinafter called the District, to perform and complete the work set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part hereof; and

WHEREAS, Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof, require contractors upon public work to file with the body by whom such contract was awarded a good and sufficient bond to secure the claims to which reference is made in said sections, NOW THESE PRESENTS

WITNESSETH: That the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto any and all materialmen, persons, firms, or corporations furnishing materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, and to all persons, firms or corporations renting or hiring implements or machinery for or contributing to the said work to be done and to all persons who perform work or labor of any kind or nature thereon, or in connection therewith, and to all persons who supply both work and materials, in the sum entered on the first page hereof, lawful money of the United States of America, being not less than the total amount payable by the terms of said Contract, for which payment well, truly and promptly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

PAYMENT BOND

The condition of the above obligation is such that if the Contractor, or the Contractor’s subcontractors, fail to pay for any materials, provisions or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of said Sections 9550 to 9566 inclusive of the Civil Code of the State of California, and any amendments thereof: PROVIDED ALSO, that in case suit is brought upon this Bond a reasonable attorney’s fee shall be awarded by the court to the prevailing party in said suit, said attorney’s fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated the day and year entered on the first page hereof.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor

By

*Title

By

**Title

(SEAL OF SURETY)

Surety

By

Title

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety’s representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this day of , 20

, East Bay Municipal Utility District

Specifications / Proposal No.

*If corporation, Corporate President or CEO; if Partnership, Partner.
**Corporate Secretary or financial officer.

EXHIBIT E – SPECIFICATIONS

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the specifications.
- B. The Walnut Creek Water Treatment Plants (WTPs) is a critical source of drinking water for the District. The existing facility operates under the terms of Drinking Water Permits issued by the California State Water Resource Control Board. These permits specify the water quality limits that the plants must meet prior to delivering treated water to consumers. Copies of the permits are on file for review at the District's Operation and Maintenance Department. The Contractor shall conduct work such that the District's ability to meet its customer demands for treated drinking water shall not be impaired or reduced in terms of the required quantity and quality of treated water. The Contractor's work shall not prevent the plant from complying with the drinking water requirements established by State and Federal regulations.
- C. The existing facilities where Contractor's Work is to be done will be occupied by the District throughout the construction period. The Contractor shall provide all necessary access to District personnel, as required, to safely and efficiently operate/maintain the facilities. At all times during the Contract duration, the Contractor shall provide District personnel and representatives safe and immediate access to all process control equipment. Additionally, the Contractor shall provide for unimpeded access for all delivery vehicles transporting materials, chemicals and equipment to the facility for the District's operations at all times.
- D. Related sections:
 - 1. Section 01 35 24 – Project Safety Requirements
 - 2. Section 01 35 53 – Security Procedures
 - 3. Section 01 55 26 – Traffic Regulation

1.2 WORK HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday with no exceptions. [OBJ]

- B. Use of large equipment delivery trucks to and from the Walnut Creek WTP will be restricted to between the hours of 9:00 a.m. to 3:30 p.m.
- C. Work in excess of eight hours per day, work on Saturdays, work on Sundays, or work on District holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection. Notify the Engineer no less than 96 hours prior to beginning scheduled work at night or on a Saturday, Sunday or District holidays.
 - 1. Consent for construction work on Saturdays, Sundays or during District holidays will generally not be granted, except for emergencies or for critical work with prior notice and consent of the Engineer.
- D. District holidays
 - 1. Holidays are:
 - New Year's Day
 - Martin Luther King Day (3rd Monday in January)
 - Lincoln's Birthday
 - Washington's Birthday (3rd Monday in February)
 - Cesar Chavez's Birthday
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day
 - Labor Day (1st Monday in September)
 - Columbus Day (2nd Monday in October)
 - Veteran's Day
 - Thanksgiving Day and following Friday
 - Christmas Day
 - Day after Christmas
 - 2. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
 - a. Day after Christmas Exception:
 - 1) When the Day after Christmas falls on a Saturday, the Day after Christmas holiday shall be observed on the following Monday.
 - 2) When the Day after Christmas falls on a Monday, the Day after Christmas holiday shall be observed on the following Tuesday.

1.3 COST OF OVERTIME CONSTRUCTION INSPECTION

- A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the District at expense of the Contractor. For any

such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be as shown in the following schedule:

	<u>Charge per Hour</u>
Associate Engineer	\$125.63
Assistant Engineer	\$113.77
Senior Construction Inspector	\$110.98
Construction Inspector	\$100.57
Junior Engineer	\$98.13
Pickup truck	\$42.39

- B. Charges for overtime inspection shall be captured on a Daily Extra Work Report (Exhibit I). The daily extra work report shall include an accurate description of the overtime work being performed and the total District staff/equipment hours, which shall be signed by the Contractor. At the end of the month the charges will be totaled, and a credit change order will be prepared for execution, and for deduction of the overtime inspection charges in the following month's payment.
- C. There will be no charges for the inspection of overtime work ordered by the Engineer or required by the specifications.

1.4 MAINTENANCE OF FACILITY OPERATION

- A. The Contractor will be performing Work at operating water treatment plants. Under these conditions, extra precautions will be necessary to ensure that no damage occurs to those treatment and distribution facilities, including piping, utilities, roads, and structures, that are to remain in operation and are not to be modified or replaced. Any temporary facilities, materials, equipment and labor required to achieve these objectives shall be provided by the Contractor at its own expense. At the completion of Work, all such temporary facilities, materials and equipment remaining shall be removed from the site.

1.5 CONSTRUCTION NOISE

- A. Contractor shall follow all applicable noise ordinances.

1.6 WORK DURING NATIONAL WEATHER SERVICE RED FLAG WARNINGS & FIRE WEATHER WATCHES

- A. During any red flag warnings or fire watch events in the work area, stop all Hot Work including any electric or gas welding, cutting or brazing, wire or grinding wheel, or any extreme heat, flame or spark producing equipment, procedures or operations, unless wildfire safety mitigations have been approved by the Engineer.
- B. Request(s) for extension of Contract Time resulting from red flag or fire watch events will be considered Weather Conditions Unfavorable for Prosecution of Work per General Conditions Article 8.5.

- C. Obtain approval from the Engineer for any type of Hot Work during any National Weather Service Red Flag Warnings & Fire Weather Watches.
- D. Exercise extreme precaution for all approved work during any National Weather Service Red Flag Warnings & Fire Weather Watches.
- E. Red flag and Fire Watch warnings can be found here:
<https://www.fire.ca.gov/programs/communications/red-flag-warnings-fire-weather-watches/>

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 01 35 24

PROJECT SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor is solely and exclusively responsible for maintaining job-site safety and compliance with Cal/OSHA regulations found at Title 8, California Code of Regulations (CCR), and Federal OSHA, found at Title 29, Code of Federal Regulations (CFR); where applicable.
- B. Contractor shall be the Creating, Controlling, and Correcting Employer for purposes of compliance with Cal/OSHA's multi-employer worksite rule (Title 8 CCR §336.10) for all work and workers associated with the project.
- C. Contractor and subcontractor workforce shall have sufficient experience and training to perform the work of the contract demonstrated by training, certifications, licensing, and permits. This includes specialized work related to OSHA and EPA requirements.
- D. Meet with the Engineer prior to commencement of the Work to review the project safety requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the safety requirements and administration of the Contractor's project safety programs.
- E. Obtain and post any permits required by Title 8 CCR §341.
- F. Site Activities
 - 1. Provide for public safety when working at the Walnut Creek Water Treatment Plant (WCWTP)
 - 2. Complete a Safe Work Permit prior to starting work at a Treatment Plant. See Exhibit I.
 - 3. Provide Safety Equipment & Training for specified topics herein as required.
 - 4. Establish initial tailgate/toolbox meeting to inform workers of construction site hazards and planned activity prior to commencement of construction. This will include watching a brief safety video for working within WCWTP.
 - 5. Control exposure to harmful dusts, fumes, mists, vapors and gases at the project site or location, regardless of employer, so that respective Permissible Exposure Limits (PEL) established by Title 8, CCR are not exceeded. Control guidance includes, but is not limited to:

- a. Title 8 CCR §1528-1537; Construction Airborne Contaminants
 - b. Title 8 CCR §5155; General Industry Airborne Contaminants
 - c. Title 8 CCR §5200-5220; Regulated Carcinogens
 - d. Title 8 CCR §5221-5223; Fumigation
6. Physically delineate and assign work areas and restrict access by unauthorized persons during the course of work. See Section 01 35 53 – Security Procedures for sign-in requirements.
 7. Provide and post safety signs at project site area including but not limited to:
 - a. Requirements for personal protective equipment (hard hats, safety shoes, reflective vests, safety glasses, respiratory protection, etc.)
 8. Unsafe tools, equipment, or machinery shall not be brought onto the project. Unsafe tools, etc. shall be considered as those tools in need of repair, replacement, lacking proper maintenance, or are unsuitable for the task. This also includes tools and equipment not used in accordance with manufacturer guidance.
 9. Comply with:
 - a. Department of Transportation (DOT) testing regulations (49 CFR Part 32)
 - b. CA State Vehicle Code (Section 34520)
 - c. All applicable legally valid rules and regulations regarding drug and alcohol misuse, including consumption, sale or possession
 10. Firearms, explosive devices, and other dangerous weapons are prohibited on District property or while engaged in contract Work.
 11. Safe access shall be provided for construction inspectors and other authorized District employees in order to inspect or review Work in progress.

G. Related Sections

1. Section 01 14 00 – Work Restrictions
2. Section 01 35 53 – Security Procedures

1.2 DEFINITIONS

- A. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular and plural of the words and terms.

1. Cal/OSHA: California Occupational Safety & Health Administration
2. Competent Person: As defined in Title 8 CCR §1504 of the Construction Safety Orders.
3. Exposure Assessment: An assessment of potential biological, chemical, physical, and radiological hazards encountered on the project site.
4. Hazard: Any source of potential damage, harm or adverse physical and/or health effects to someone.
5. Hazardous Atmosphere: An atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue, injury, or acute illness from one or more of the following causes:
 - a. Flammable gas, vapor, or mist in excess of 10 percent of its Lower Explosive Limit (LEL)
 - b. Airborne combustible dust at a concentration that meets or exceeds its LEL
 - c. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent
 - d. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Article 4 of the Construction Safety Orders and Group 16 of the General Industry Safety Orders
 - e. Any other atmospheric condition that is immediately dangerous to life or health
6. Hazardous Substance: Any substance included in the list of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste.
7. Safe Work Permit: A permit required to be completed by the Contractor and District staff used at a water treatment plant. The permit communicates work to be performed, the areas of work, and potential hazards of the work.

1.3 SUBMITTAL OF PLANS AND PROCEDURES

A. Project Health & Safety Plan

1. Submit a Project Health & Safety Plan for the Work to be performed prior to start of the Notice to commence field work (NTCFW) and/or prior to any limited notice to commence field work (LNTCFW).
2. The Project Health & Safety Plan shall implement applicable Title 8, California Code of Regulations for the work performed.

- B. Submit the name of individual(s) & contact information prior to start of Work who are designated as:
 - 1. Project Health & Safety Representative
 - 2. Competent/Qualified Persons, as appropriate or related, for:
 - a. Fall arrest systems and equipment
 - b. Fall prevention: guardrail, delineators, holes & openings guards, etc.
 - c. Ladder use and inspection
 - d. Manlift operations
 - e. Crane operations
- C. Submit an Injury & Illness Prevention Plan (IIPP) in accordance with Title 8 of the California Code of Regulations, Section 3203.
- D. Submit a Workplace Violence Prevention Plan (WVPP) in accordance with the Code of Civil Procedure §527.8, and Labor Code §6401.7 and 6401.9.
 - 1. The WVPP shall either be addressed in the written Injury and Illness Prevention Program or maintained in a separate document.
 - 2. Adhere to all requirements of the CA Labor Code §6401.9 in the workplace and follow any additional District-specific requirements when at a District facility or working on District projects. Such requirements may include safety measures specific to a facility, for maintenance of safety and security, and will be communicated by the District.
 - 3. Notification of a workplace violence incident:
 - a. Should the Contractor become aware of an incident that meets the definition of workplace violence while working at District facilities, the Contractor shall perform an investigation and provide a report to the Engineer within 15 work days.
 - b. Immediate corrective action shall be taken to ensure the hazard is mitigated.
 - c. The incident shall be documented on the Workplace Violence Incident Log of the employer(s) whose employee(s) experienced the workplace violence.
- E. Submit an Emergency Action Plan that prepares responses to employee accident/injury events, or any serious unplanned event (e.g.: utility break, fire, structure collapse, etc.) that requires notifying any first aid provider or response agencies (e.g.: fire departments, utility agencies, rescue teams, etc.)

1. Plan shall include a map to medical facilities that are capable of caring for worker accidents & injury.
 2. Plan shall include emergency contact numbers.
- F. Submit a Job Hazard Analysis (also known as Task Hazard Analysis, or Activity Hazard Analysis) for work performed.
- G. Submit a Fall Protection plan/procedures to the Engineer for review prior to any work at heights at the jobsite.
1. The fall protection plan shall address protective measures for fall and elevation hazards including but not limited to:
 - a. Ladders
 - b. Scaffolds
 - c. Manlifts
 - d. Structures in progress of construction, modification, or repair
 - e. Prevention of material or tools that may be dropped or dislocated and fall from a higher elevation
 2. The plan shall address specific safety measures, including PPE and engineering controls for work occurring at heights greater than 7-1/2 feet.
 3. Procedures shall conform to applicable provisions of Sections 1669 through 1671.2, Title 8, California Code of Regulations.
 4. The plan/procedures shall address rescue of workers who may fall.
- H. Electrical Safety Plan
1. Submit a detailed electrical safety plan that is in accordance with NFPA 70E Article 110. The plan shall include at a minimum:
 - a. Electrical hazard potential
 - b. Electrical safety program principles per Annex E.1 of NFPA 70E
 - c. Electrical safety program controls per Annex E.2 of NFPA 70E
 - d. Electrical safety program procedures per Annex E.3 of NFPA 70E
 - e. Risk assessment and risk control procedures per Annex F of NFPA 70E
 - f. Job briefing and planning checklists per Annex I of NFPA 70E

g. Auditing effectiveness of project electrical safety program

I. COVID-19 Requirements (effective through February 3, 2026)

1. Notification of COVID-19 Positive personnel

a. Should the Contractor become aware of personnel that have been working at a District worksite testing positive for COVID-19, the Contractor shall immediately notify the District project manager (no later than 24 hours) if the employee was at District worksites or facilities, or otherwise had close contact with District staff, during their infectious period. The following information shall be provided:

- 1) Vendor/Contractor Company Name
- 2) Last day positive employee was onsite
- 3) Date of onset of symptoms
- 4) Date of positive test result
- 5) District work locations (specific buildings, floors, etc.) the positive case was at during their infectious period
- 6) Listing of District close contacts (If unable to determine, shall provide additional information to help the District determine who may have been exposed such as meetings attended, indoor areas accessed, etc.)

b. The most current definition of “Close Contact” and “Infectious Period” from Cal-OSHA Title 8 §3205 shall apply, unless otherwise defined by regulation or order of the CDPH, in which case the CDPH definition shall apply.

J. Submit Underground Service Alert (USA) Marking Record

1. Submit utility locate and marking number and documents, and verification of markings.
2. Make available to the Engineer the record of all subsequent utility marking events and meetings on the project.

K. Accident Reports

1. Complete and submit a report when any injury or event described in Paragraph 1.3.E occurs. See Article 3.3 for reporting requirements.

1.4 TRAINING AND QUALIFICATIONS REQUIREMENTS

- A. Ensure that all personnel who, as the result of work on this contract, will likely be exposed to hazardous conditions or hazardous substances at the site have received the appropriate training for the hazards they may encounter. Establish minimum training requirements and do not allow untrained workers to enter or perform Work at the site.
- B. Submit certification of current training & qualification for each worker engaged in work with hazardous conditions or hazardous substances.

1.5 TREATMENT PLANT SAFETY VIDEO

- A. All Contractor personnel shall view the treatment plant safety video provided by the District prior to working at treatment plants. The video will be provided to the Contractor at the pre-construction meeting. Contractor shall provide on a monthly basis an updated listing of Contractor personnel who have viewed the video.

1.6 SAFETY RECORD

- A. After contract award but prior to commencement of field work, the Contractor shall provide information regarding its own and its subcontractors' safety records for each of the last three calendar years to the Engineer. The information provided shall include:
 - 1. Copy of OSHA history including records of any OSHA inspection and citation
 - 2. Copy of OSHA 300 Log including identification and description of the top four serious injuries and accidents. A sample OSHA 300 log is included in Exhibit I.
 - 3. Number of employee hours worked.
 - 4. Number of cases with days away from work, job transfer, or restriction, (add totals from columns H and I from OSHA 300 log).
 - 5. Number of other recordable cases, but not included in item 4 above (column J from OSHA 300 log).
 - 6. Total number of recordable cases (add items 4 and 5 above).
 - 7. Total incident rate (item 6 x 200,000 hrs / item 3).
 - 8. Incident rate for cases with days away from work, job transfer, or restrictions (item 4 x 200,000 hrs / item 3).
 - 9. Total number of deaths (column G on OSHA 300 Log)
- B. Safety record information shall ideally be submitted to the Engineer within the same period allowed for execution of the contract and bonds, but shall be submitted no later

than two weeks prior to the commencement of field work. Any delay to the commencement of field work resulting from the late submittal of safety record information shall be the responsibility of the contractor, and no time extension shall be granted.

PART 2 - PRODUCTS

2.1 SAFETY EQUIPMENT

- A. Provide the equipment to comply with the requirements of this section and all associated safety requirements of the Contract Documents.

PART 3 - EXECUTION

3.1 PROJECT HEALTH AND SAFETY PLAN

A. General

1. The Project Health & Safety Plan shall be made available electronically.
2. A hard copy of the Project Health & Safety Plan shall also be available on-site.
3. The Project Health & Safety Plan shall apply to all personnel working at, or visiting the site including, but not limited to, Contractor's employees, suppliers, truckers, and District personnel.
4. The Project Health & Safety representative shall verify that all persons are in compliance with applicable safety and health requirements and take action to ensure compliance where deficiencies are identified.
- 5.

3.2 HAZARD CONTROL

A. General

1. The Engineer or District Safety representative may suspend or stop Work, notify Cal/OSHA, or both if observations/inspection of project work and work locations are in not in conformance with Title 8 CCR, and/or safety submittals, work plans and job hazard analyses.

- B. Meet and satisfy the requirements outlined in the checklists identified herein and at the end of this section for project safety controls.

C. Electrical

1. For work in which the Contractor must install temporary electrical circuits:

- a. An electrical safety assessment (that includes ARCFLASH) shall be performed and provided to the Engineer.
 - b. The assessment shall be based on the latest NFPA 70E Standard.
 - c. Appropriate hazard labeling shall be provided.
2. For work in which the Contractor installs electrical circuits required by the specification:
- a. An electrical shock and ARCFLASH assessment shall be performed in accordance to the latest NFPA 70E Standard on installed equipment.
 - b. Appropriate labels shall be made and installed on equipment rated in excess of 480V (for example MCC, switchboards, panelboards, industrial control panels, etc.).
 - c. Prior to labeling, the label shall be reviewed by the Engineer for acceptance.

D. Fire Prevention and Protection

- 1. Perform all Work in a fire-safe manner and supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.
- 2. A long-handled, round-point shovel, or a fire extinguisher shall be kept at an accessible (unlocked) location on the construction site at all times.
- 3. Earthmoving and portable equipment with internal combustion engines shall be equipped with a spark arrestor to reduce the potential for igniting a wildfire. Such equipment shall be maintained to ensure proper functioning of spark arrestor.
- 4. For all work occurring between April 1 and December 1, or any other periods during which a high fire danger has been identified:
 - a. Equipment that could produce a spark, fire, or flame shall not be used within 10 feet of any flammable materials.
 - b. Portable tools powered by gasoline-fueled internal combustion engines shall not be used within 25 feet of any flammable materials.
- 5. During construction, maintain an unobstructed horizontal clearance at access drives of not less than the required width of the access drives, and an unobstructed vertical clearance of not less than 13 feet 6 inches above all roadways.

3.3 ACCIDENT REPORTS

- A. Report injuries to the Engineer upon occurrence and incident response. Examples of reportable injuries include but are not limited to: broken limbs, amputation, chemical exposure, etc.
 - 1. Contractor is solely and exclusively responsible for notifying Cal/OSHA within 8-hours of the occurrence of a serious injury or fatality. Copies of all related Cal/OSHA correspondence shall be submitted to the Engineer.
 - 2. Reports shall document the root cause(s) of the accident, and how the accident will be prevented from reoccurring. Furnish further information to the Engineer as requested.
- B. Report all accidents/incidents to the Engineer arising out of, or in connection with, the performance of the Work whether on, or adjacent to the site, giving full details and statements of witnesses. Examples include, but are not limited to, near misses, property damage, heavy equipment accidents, trench collapse, structural failure, cementitious material spills, chemical release/spills, or accidental water releases.
 - 1. Reports shall document the root cause(s) of the accident, and how the accident will be prevented from reoccurring. Furnish further information to the District as requested.
- C. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident/incident, arising out of or in connection with the performance of the contract, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.
- D. Notify the Engineer if Cal/OSHA arrives at the jobsite for any purpose, including inspections, consultations, or investigations.
- E. Notify the Engineer if any other regulatory agency arrives at the jobsite for any purpose, including inspections, consultations, or investigations.
- F. Notify the Engineer if any emergency response agency or first aid provider is summoned or arrives on the project site.

3.4 NOT USED

END OF SECTION

SECTION 01 35 44

ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes:

1. Comply with applicable Federal, State and Local environmental regulations in the execution of the Work.
2. Meet with the Engineer prior to commencement of Work to review the project environmental requirements, permits, and issues.
3. Procure and pay for all necessary local, state, and federal permits to perform the Work.
4. Implement all required environmental plans, procedures, and controls during performance of the Work.
5. Characterize all wastes and imported backfill materials per Contract Documents.
6. In the event of a conflict or inconsistency between this Section and any provisions of the Contract Documents, the more stringent provision shall prevail.

B. Site Activities

1. Protect storm drains and surface waters from impacts of project activity.
2. Clean up all spills and immediately notify the Engineer in the event of a spill.
3. Equip stationary equipment such as motors, pumps, and generators with drip pans.
4. Prevent visible dust emissions from leaving the work areas.
5. Maintain construction equipment in good operating condition to reduce emissions.

C. Related Sections

1. Section 01 14 00 – Work Restrictions
2. Section 01 35 24 – Project Safety Requirements

1.2 ACRONYMS

AMS	Alternative Management Strategies
ARARs	Applicable or Relevant and Appropriate Requirements
BAAQMD/BAAD	Bay Area Air Quality Management District/Bay Area Air District

BMP	Best Management Practices
CCR	California Code of Regulations
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CWA	Clean Water Act
CIH	Certified Industrial Hygienist
CUC	Clean Utility Corridor
DTSC	Department of Toxic Substances Control
ELAP	Environmental Laboratory Accreditation Program
EPA	Environmental Protection Agency
FSP	Field Sampling Plan
MMRP	Mitigation Monitoring and Reporting Program
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
OSHA	Occupational Safety and Health Administration
PID	Photoionization Detector
PPMRP	Practices and Procedures Monitoring and Reporting Plan
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
RWQCB	Regional Water Quality Control Board
SAP	Sampling and Analysis Plan
SMARTS	Storm Water Multi-Application and Report Tracking System
SOP	Standard Operating Procedure
SOW	Scope of Work
STLC	Soluble Threshold Limit Concentration
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCLP	Toxicity Characteristic Leaching Procedure
TTLC	Total Threshold Limit Concentration
USEPA	United States Environmental Protection Agency
WDR	Water Discharge Requirements

1.3 DEFINITIONS

- A. Construction and Demolition Waste (or Debris): Materials resulting from construction, remodeling, repair, or demolition operations on any structure.
- B. Qualified Environmental Professional(s): A person with working knowledge of Federal, State, and local laws and regulations governing environmental compliance including hazardous materials management and disposal requirements. A person also with experience conducting environmental investigations including applicable methods and techniques of environmental sampling, analysis, and modeling.
- C. Staging Area: That area shown on the plans for the use of the contractors where construction related activities will occur, including long-term and short-term equipment storage and maintenance, materials storage (both temporary and long term), parking, office space, etc.

1.4 SUBMITTALS

A. Dust Control and Monitoring Plan

1. Submit a plan detailing the means and methods for controlling and monitoring dust generated by work on the site for the Engineer's acceptance prior to any work at the jobsite.
 - a. Identify methods to comply with all applicable regulations including but not limited to the Bay Area Air District (BAAD) visible emissions regulation and Public Nuisance Rule.
 - b. Outline practices for preventing dust emissions and procedures to be used during operations and maintenance activities.
 - c. Describe equipment and methods used to monitor compliance with the plan.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 AIR QUALITY CONTROL

- A. Implement all necessary air pollutant construction measures per the Bay Area Air Quality Management District "Additional Construction Mitigation Measures" (BAAQMD CEQA Guidelines May 2017) including but not limited to the following:
 1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.
 2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
 3. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
 4. Minimizing the idling time of diesel-powered construction equipment to two minutes.
 5. Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM.
 6. Requiring all contractors use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines.
- B. Implement all necessary District air pollutant construction measures, including but not limited to the following:

1. Water used for dust control shall not run off the job site and cause erosion or other issues.
2. Use of recycled water for dust control is encouraged.
3. Temporary sources of air emissions (such as portable pumps, compressors, generators, etc.) shall be electrically powered unless the use of such equipment is not practical, feasible, or available.
4. All portable engines and equipment units used as part of construction shall be properly registered with the California Air Resources Board or otherwise permitted by the appropriate local air district, as required
5. Minimize the use of diesel generators where possible.
6. Follow applicable regulations for fuel, fuel additives, and emission standards for stationary, diesel-fueled engines.
7. Locate generators at least 100 feet away from adjacent homes, schools, and parks.
8. Perform regular low-emission tune-ups on all construction equipment, particularly haul trucks and earthwork equipment.
9. On road and off-road vehicle tire pressures shall be maintained to manufacturer specifications. Tires shall be checked and re-inflated at regular intervals.

3.2 DUST MONITORING DURING DEMOLITION AND CONSTRUCTION

- 1.

3.3 NOISE CONTROL

- A. Comply with sound control and noise level rules, regulations, and local ordinances and in the CEQA documents which apply to any work performed pursuant to the contract. Noise-generating activities shall be limited to the hours specified in Section 01 14 00.
- B. Take appropriate measures, including muffling of equipment, selecting quieter equipment, erecting noise barriers, modifying work operations, and other measures as needed to bring construction noise into compliance.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer.
 1. Internal combustion engines shall not produce more than a maximum noise level of 85 dBA at five (5) feet. No internal combustion engine shall be operated on the project without said muffler.

2. Use the best available noise control techniques (including mufflers, intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds) for all equipment and trucks, as necessary.
- D. Truck operations (haul trucks and concrete delivery trucks) shall be limited to the daytime hours specified in Section 01 14 00.
 - E. Stationary noise sources (e.g., chippers, grinders, compressors) shall be located as far from sensitive receptors as possible. Enclosure opening or venting shall face away from sensitive receptors. Enclosures shall be designed by a registered engineer regularly involved in noise control analysis and design.
 - F. If impact equipment (e.g., jack hammers, pavement breakers, rock drills etc.) is used during project construction, Contractor is responsible for taking appropriate measures, including but not limited to the following:
 1. Hydraulically or electric-powered equipment shall be used wherever feasible to avoid the noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed-air exhaust shall be used. External jackets on the tools themselves shall be used, where feasible. Quieter procedures, such as drilling rather than impact equipment, shall be used whenever feasible. It is the Contractor's responsibility to implement any measures necessary to meet applicable noise requirements.
 2. Impact construction including jackhammers, hydraulic backhoe, concrete crushing/recycling activities, vibratory pile drivers etc. shall be limited to the daytime hours specified in Section 01 14 00.
 3. Erect temporary noise barriers or noise control blankets around the construction site, particularly along areas adjacent to residential buildings.
 - G. Every effort shall be made to minimize excessive levels of noise, particularly over a prolonged period of time. Scheduling of particularly noisy construction operation shall be coordinated with the District.
 - H. Use of radio or other music amplification devices will not be permitted on the job site.

END OF SECTION

SECTION 01 35 53

SECURITY PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Requirements of this section apply to work sites located at or near critical District facilities or infrastructure. This project involves:
 - 1. On-line water treatment facility that will remain in operation during the construction of this project
 - 2. Staffed facilities
- B. Contractor shall comply with the District's protocol as described herein for personnel identification, site access control, and contractor deliveries.
- C. Unless otherwise specified in the Contract Documents, Security of this (these) site(s) and the Contractor's equipment and tools shall be the Contractor's responsibility from commencement of work through contract completion.
- D. Contractor's site security monitor shall be on-site and available at all times while work is being performed ensuring that requirements of this section are met. This individual may be the superintendent.
- E. The District reserves the right to deny access to the site to any person as allowed by law.
- F. Related Sections:
 - 1. Section 01 14 00 – Work Restrictions
 - 2. Section 01 35 24 – Project Safety Requirements

1.2 SUBMITTALS

- A. Provide daily sign-in log to the Engineer identifying all personnel on the job for that workday. Logs shall be provided to the Engineer at the end of each workday. Log shall include: individuals' full name, company and company phone number.
- B. Provide a legible photo copy of the personnel's current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or other current government issued driver's license or photo identification for all personnel working on site whether or not they have been issued a District photo identification badge. Provide these copies no later than the first day the personnel report to the work site. These copies shall be retained by the Engineer for the duration of the project and will be returned to the contractor or shredded, at Contractor's

discretion, once the project is completed and all materials between District and Contractor are closed out.

- C. Submit to the Engineer the key control plan per Paragraph 1.5.C.
- D. Submit individual District photo identification badge application forms for all personnel who will work at the site and require badges per Paragraph 1.3.B. Along with each application form, provide the Engineer with the following:
 - 1. A copy of the individual's current California Driver License, California DMV Issued ID card, or the equivalent from another governmental entity. Contractor shall verify that each employee provides valid proof of his/her identity and that those employees who drive are properly licensed.
- E. Submit name of individual(s) designated as the site security monitor(s), and that individual's cell phone contact number.
- F. Submit to the Engineer acknowledgement of Contractor Deliveries requirements prior to allowing deliveries to the site.
- G. Submit executed Photo Confidentiality Agreement prior to project mobilization.

1.3 PERSONNEL IDENTIFICATION AND BADGING

- A. Contractor's personnel and all people associated with the work will be issued individual District Photo Identification (ID) Badges that will be valid for the duration of the project.
- B. Contractor shall complete a Non-Employee Access Card Request (Form K-073A, see Exhibit I) for each of Contractor's personnel and all people associated with the work. Provide the Engineer with a list of contractor's personnel and all people associated with the work and completed K-073A form for each individual. The Engineer will forward that list and the completed K-073A forms to the District's Security Administration. After the Engineer notifies the Contractor that the list and request forms have been sent to Security Administration, Contractor shall contact the District's Security Administration at 510/287-0892 to arrange the date and time for those listed people to take personnel photographs at the District's Security Office at the main Administration Building in Oakland, or arrange for remote badging. The District Sponsor will submit the completed Form K-073A for each contract employee to Security Administration. The badge will be created remotely and then routed to the District Sponsor for distribution.
- C. Proof of Identification, such as a current California driver's license or other current government photo identification must be provided for each individual at the time they come to the District to have their photo taken for issuance of a Photo ID Badge. For remote badging, the Contractor shall provide a photo and identifying information for each contract employee to the District Sponsor for the project.

- D. The Contractor shall repeat the badging procedure on an as-needed basis when additional Photo ID Badges are required for contractor's staff during the course of the project.
- E. Record Keeping
1. Contractor shall keep a written record of the name, employer, work telephone number and a copy of the current driver's license or current State issued identification card of each person issued a Photo ID Badge.
 2. Lost or missing badges shall be reported immediately to the Engineer and to the District's Security Administration so the lost card can be de-activated in the security system. Upon request, the District may issue a replacement card at expense of the Contractor.
 3. A cumulative list of lost or missing Photo ID Badges shall be kept by the Contractor and submitted to the Engineer with monthly progress documentation, or upon the request of the Engineer.
 4. All project-specific Photo ID Badges shall be surrendered to the District no later than at the completion of the contract.
 5. The Contractor shall immediately surrender to the District the badges of any Contractor's employee that is reassigned to other sites or terminated during the construction. The Contractor shall be responsible for collecting and returning the badges to the District when a contractor's staff leaves the company or is no longer assigned on that project; and all Photo ID Badges must be returned to the Engineer (who will return them to Security Administration) when the project is complete, with no exceptions.
- F. All personnel associated with the work shall be required to wear District-issued Photo ID Badge at all times while working at the site. Photo ID Badges shall be attached above the waist on outer garments or affixed to a hard hat and shall be visible at all times. Any Contractor employee or worker who does not display a Photo ID Badge while on site shall be required to leave the site or will be denied access until such time as they have an approved badge.
- G. Upon request, badges shall be shown to District's staff or security officers. Persons without badges shall be required to immediately leave the site unless the Contractor's site security monitor can verify that the person is required on site.
- H. Emergency (unplanned) site access – For emergency access as determined by the Contractor and approved by the Engineer, the Contractor's site security monitor shall verify the identity of the person entering without a Photo ID Badge. That person will be deemed to be a visitor and must be escorted at all times while on the site, by a District employee or a Contractor employee that does have a Photo ID Badge and is to be held responsible for that visitor. A legible photo copy of the visitors current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card

from another governmental entity must be made on the site by the Contractor or the Engineer, and attached to the daily log of site personnel for that day.

- I. The Contractor will be assessed a \$250 fee for each unreturned Photo ID Badge or each replacement badge, which will be withheld from final payment.
- J. Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another governmental entity. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.

1.4 BACKGROUND CHECKS

- A. Upon request and at no additional cost to the District, the Contractor shall provide such information as necessary and as allowed by law to complete a background check on any person that enters the site.
- B. The District reserves the right to deny access to the site to any person as allowed by law.

1.5 SITE ACCESS CONTROL

- A. The Contractor shall make adequate provisions for the protection of the work area against fire, theft and vandalism, and for the protection of the public and District forces against exposure to injury, and for the security of any off-site storage areas. All costs for this protection shall be included within the Contractor's bid.
- B. At the end of each workday, any gates, hatches, doors, windows, manways, and exterior ladders, etc. shall be secured, closed, and locked. Any alarmed system which is activated or disabled during the workday shall be tested through to the alarm monitoring station for proper actuation.
- C. At the end of each workday secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids. Prepare a key control plan outlining the lock system to be used along with the list of personnel who will be issued keys and are authorized to use said keys. Upon loss of critical keys, the Contractor shall replace all corresponding locks and re-issue keys to prevent unauthorized access.
- D. Unless otherwise indicated on the Drawings, existing fences and gates at the site shall remain intact and in use throughout construction. The existing perimeter security of the site shall be maintained at all times. Fences and gates that are breached due to construction (e.g., construction of a utility crossing under a fence), shall be restored by the end of work hours each day. The District reserves the right to request additional fencing around any areas of the construction site. Additional fencing will be paid as extra work.

- E. Contractor-requested modifications to existing fences and gates are subject to Engineer's approval.
- F. Site shall be made secure with a minimum of 8-foot-tall chain link fencing.
- G. The main Administration Building/Adeline Maintenance Facility has established security checkpoints.
- H. At water and wastewater Treatment Plant(s), the District operates an existing security checkpoint officer at the plants' main entry gate. The security checkpoint will be staffed by a District security officer during all regular work hours and other hours as may be determined by the District. As determined by the District, roving security officer(s) may also patrol the treatment plant property.
- I. Facility perimeter gates are normally opened only for emergency or infrequent vehicle ingress/egress. Perimeter gates are to be kept closed at all other times.
- J. The District reserves the right to establish a Security Check-in/Out location for any job site.
- K. The District reserves the right to assign a District's security officer to provide security for any job site.
- L. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license). All Contractor's trucks and drivers are subject to the same identification and search requirements.
- M. At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project as determined by the Engineer.

1.6 DAILY SITE ACCESS PATH

A. General:

- 1. All personnel shall take the most direct path from their point of site entry to their work area and shall not loiter in non-work areas.

B. At the Walnut Creek Water Treatment Plant

- 1. All personnel shall enter the site through the main gate on Larkey Lane and proceed directly to the work area of contractor's on-site office.
- 2. Contractor's personnel shall use contractor-provided restroom facilities.

1.7 PHOTO CONTROL

- A. Complete the Photo Confidentiality Agreement in Exhibit I.
- B. Restrict photos to work zone.

- C. Photos, negatives, and other images of the project shall be destroyed at project completion when all claims are resolved.
- D. The District reserves the right, at any time, to disallow photography at any site, of any District facilities, equipment, or processes which are deemed to be sensitive in nature, either due to current threat-level conditions or internal assessment of the business need and benefit to the District.

1.8 CONTRACTOR DELIVERIES – SECURE SITE

- A. United States Postal Service, Federal Express, UPS, or similar mail and parcel deliveries may be addressed to the Contractor or any subcontractor or supplier to the address(es) listed below, or other offsite point established by Contractor.
 - 1. 2201 Larkey Lane, Walnut Creek, CA 94597
- B. All deliveries shall be made during normal work hours as defined in Section 01 14 00 Work Restrictions.
- C. Follow the guidelines in Publication 166, US Postal Inspection Service Guide to Mail Center Security. A copy of these guidelines can be found at:
<https://about.usps.com/publications/pub166.pdf>
- D. Mail and Packages:
 - 1. Contractor shall either:
 - a. Set up off-site package processing center with a separate address and then bring deliveries to the site with its own vehicles, or
 - b. Take delivery in a separate processing “shed” on site but separated from main facility areas at a location approved by the Engineer. This site can be the Contractor’s separate temporary office facility outside of the main treatment plant gate.
 - 2. All mail and packages whether delivered to the Contractor’s onsite or offsite facility shall not be allowed into the District Facility until such time as they have been screened by Contractor’s personnel in accordance with the US Postal Inspection Service Publication 166 mail and package screening guidelines, or with the Contractor’s submitted mail screening procedures.
- E. Freight and bulk deliveries:
 - 1. All deliveries will be stopped at the security gate.
 - 2. Deliveries may/may not be made to the loading dock on Franklin Street.
 - 3. District’s security officer will notify Contractor’s site security monitor.

4. Truck drivers will be subject to the identification requirements as specified in Article 1.3 of this section.
5. Deliveries of freight and bulk (larger packages, crates, equipment, or materials) are permitted to enter the site only after:
 - a. The vehicle is met at the main gate on Larkey Lane by Contractor's site security monitor,
 - b. The source and contents of the packages, crates, equipment, or materials are verified by the Contractor's site security monitor,
 - c. The driver and others provide the security officer with sign-in information and badge(s) are issued to the driver (and others as required).
- F. All freight and bulk deliveries made to the site may be subject to search and inspection regardless of the final delivery destination. The Contractor shall inform all delivery companies and drivers in advance that all freight entering the site is subject to search. Contractor shall submit acknowledgment from all freight and bulk delivery companies that the companies have been informed of and consent to such searches.

1.9 PRODUCTIVITY LOST AND COST INCURRED DUE TO SECURITY REQUIREMENTS

- A. Time lost and/ or costs incurred due to compliance with District security measures (e.g., deliveries or personnel held at the gate without badges or identification, refusal of package deliveries, etc.) shall be deemed an inexcusable delay.
- B. Failure to comply with these security measures may lead to the termination of the Contractor's right to proceed under the contract, in accordance with 11.1.2 of the General Conditions and may lead to termination of the contract, in accordance with 11.1.3 of the General Conditions.

1.10 PAYMENT

- A. Full compensation for doing all work and furnishing all materials required to comply with site security requirements as specified in these Specifications shall be included in the price bid for the contract.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 01 55 26

TRAFFIC REGULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Comply with the traffic regulation requirements as specified herein.
- B. Where specific requirements are not detailed herein or in permits, comply with the requirements of the most current version of the California Manual on Uniform Traffic Control Devices (MUTCD).
- C. At Walnut Creek WTP, all construction traffic must enter and exit the facility through the main gates.
 - 1. Construction traffic shall take San Luis Road to Larkey Lane to access the Walnut Creek WTP. Construction traffic shall avoid Alfred avenue.
 - 2. Contractor heavy construction vehicle drivers shall conform to designated construction hours (see Section 01 14 00 for designated construction hours), including no driving, queuing, idling or parking on local roadways outside of designated construction hours as outlined in written traffic safety requirements.
 - 3. Walnut Creek WTP Construction traffic shall not queue, idle, or park on the access road between the end of Larkey Lane and the security gate at any time (including during construction hours).
- D. Related requirements specified elsewhere:
 - 1. Section 01 14 00 – Work Restrictions

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the most recently adopted edition of the MUTCD and the agency having jurisdiction.
 - 1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.

PART 3 - EXECUTION

3.1 GENERAL

- A. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- B. Install temporary traffic markings where required to direct the flow of traffic. Maintain the traffic markings for the duration of need and remove by abrasive blasting when no longer required.
- C. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- D. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- E. Provide temporary signs as required by the traffic control plan and remove signs when no longer required.
- F. Haul routes for each construction phase shall be provided to all trucks serving the site during the construction period. Contractor heavy construction vehicle drivers shall use only designated construction traffic haul routes.
- G. A minimum of twelve (12) foot travel lanes shall be maintained unless otherwise approved.
- H. Contractor shall be responsible for monitoring construction vehicle movements and the enforcement of standard construction specifications through periodic onsite inspections.
- I. Contractor heavy construction vehicle drivers shall comply with roadway traffic safety rules as outlined in written traffic safety requirements, including, but not limited to:
 - 1. Stoplight signals and stop signs.
 - 2. Roadway speed limits (reduced speeds in construction zones and near schools).

END OF SECTION

EXHIBIT F – REQUIRED CEP FORMS

FORM P-025



EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

**COMPLETION OF THIS FORM IS REQUIRED FOR ALL BIDS AND PROPOSALS.
AN IMPROPER OR INCOMPLETE FORM MAY RESULT IN REJECTION OF YOUR BID OR PROPOSAL OR
TERMINATION OF YOUR CONTRACT**

The East Bay Municipal Utility District **REQUIRES** the completion of this form when submitting any formal bid in response to a Notice to Contractors (NTC), Request for Statement of Qualifications (RSOQ), Request for Quotation (RFQ), or Request for Proposal (RFP) for materials, equipment, construction or professional or general services. Bidder/Proposer who fails to complete all applicable sections of this form may be denied contracts with the District.

Note: If you have difficulty completing this form or need clarification of the instructions, contact the Contract Equity Office at 510-287-0114.

SECTION A

FIRM NAME		<input type="checkbox"/> PRIME <input type="checkbox"/> SUBCONTRACTORS/TRUCKERS/ SUPPLIERS Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.	
PARENT COMPANY			
STREET ADDRESS (City, State, ZIP)			
MAILING ADDRESS (City, State, ZIP)			
PHONE NO.	FAX NO.	WEBSITE	E-MAIL

A1. TYPE OF ORGANIZATION

<input type="checkbox"/> INDIVIDUAL	NAME OF OWNER:		
<input type="checkbox"/> NONPROFIT CORP.	<input type="checkbox"/> PUBLICLY HELD CORP.	STATE OF INCORPORATION:	
<input type="checkbox"/> PRIVATE CORP.	<input type="checkbox"/> FOREIGN-OWNED		

Name(s), title, family relationship(s) and percentage of stock ownership for all shareholders who own 25% or more of stock in the corporation.

NAME	TITLE	FAMILY RELATIONSHIP	PERCENTAGE
			%
			%
			%

☐ JOINT VENTURE

List of Participants – Indicate percentage of work to be realized by each.

	%
	%

☐ PARTNERSHIP

Names of Partners – Indicate whether (G) General or (L) Limited.

A2. COMPOSITION OF OWNERSHIP

Indicate the percent of ethnic and gender ownership below

	Non-Hispanic Origin		Hispanic/ Latin American	Asian			Native American	Other	Refuse to State*
	White/ Caucasian	Black/ African American		Asian American	Asian-Pacific Islander American	Asian- Indian American		Indicate	
MALE									
FEMALE									
TOTAL									

* Firms that refuse to state will be classified as "Other".

SECTION B

B1. EMPLOYMENT DATA

Indicate below the number of employees in each occupational category for each of the ethnic groups listed for your firm's permanent workforce. (Report employees in only one category. Permanent workforce is defined as full- and part-time employees with 6 months or more of continuous service.) You may attach your EEO1 report in lieu of completing the form below. Please provide both your firm's consolidated and individual establishment EEO1 reports.

RACE/ETHNICITY (number of employees)																
Hispanic or Latino		Not Hispanic or Latino												Total A-N		
Male	Female	Male						Female								
		White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races			
JOB CATEGORIES	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials & Managers																
First/Mid-Level Officials & Managers																
Professionals																
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Laborers & Helpers																
Service Workers																
Firm's Total																
Bay Area* Total																

* Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Solano, Sonoma, and Santa Clara Counties

B1a. Identify the metropolitan statistical area (MSA) from which your firm's total permanent workforce is drawn. (See page 5)

B1c. Name of person responsible for affirmative action and compliance with equal employment opportunity laws in your firm:

B1b. If your firms total permanent workforce is located in one county or parish, please identify:

PRINT NAME

TITLE

SECTION C

CERTIFICATION OF FIRM'S OWNERSHIP AND COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS REGARDING EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REPORTING AND COMPLIANCE PROGRAMS INCLUDING HAVING A DISTRICT APPROVED PROCESS FOR RESPONDING TO COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

The undersigned has been (is) authorized to execute this certificate on behalf of _____
NAME OF FIRM _____ and

swears under penalty of perjury that the foregoing statements are true and correct and that they include all material information necessary to identify and explain the operations of this firm as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or were awarded and for initiating actions under Federal or State laws concerning false statements. The District reserves the right to request support documentation, such as tax records, articles of incorporation and board minutes to verify composition of ownership.

The undersigned does further certify that the firm named above complies with the following non-discrimination clauses:

There shall be no discrimination against any person, or groups of persons, per Government Code Section 12940, Labor Code Section 1735, or any other applicable law or regulation in the performance of this contract.

There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, sexual orientation, or military and veteran status. The Contractor shall not establish or permit any such practice(s) of discrimination with reference to the contract. Contractors determined to be in violation of this section will be deemed to be in material breach of the contract.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Contractor shall include the nondiscrimination and compliance provisions of these clauses in all subcontracts

EXECUTED IN _____

CITY, COUNTY, STATE

ON _____

DATE

BY _____

PRINT NAME

TITLE

SIGNATURE

PHONE NUMBER

P-025 SUPPLEMENT

Instructions to Determine Your Statistical Areas (SA): If you operate a business solely or predominantly within one of the SA's listed below, use that location. If you have multiple facilities within a single state, use a State SA. If you have multiple facilities throughout the United States, use Total United States percentage. If you have any questions, call 510-287-0114.

CA STATISTICAL AREAS	WM%	WW%	EM%	CA STATISTICAL AREAS	WM%	WW%	EM%
BAKERSFIELD	29.7%	24.6%	45.7%	SAN JOSE	26.9%	21.0%	52.1%
FRESNO	25.1%	21.6%	53.3%	SAN LUIS OBISPO-ATASCADERO-PASA ROBLES	42.3%	36.6%	21.1%
LOS ANGELES-LONG BEACH	20.2%	16.4%	63.5%	SANTA BARBARA-SANTA MARIA-LOMPOC	31.8%	28.6%	39.6%
MERCED	24.9%	21.1%	54.0%	SANTA CRUZ-WATSONVILLE	37.5%	32.1%	30.4%
MODESTO	33.0%	28.4%	38.6%	SANTA ROSA	39.8%	36.9%	23.4%
OAKLAND	28.0%	24.2%	47.8%	STOCKTON-LODI	28.1%	24.5%	47.4%
REDDING	46.6%	41.5%	11.9%	VALLEJO-FAIRFIELD-NAPA	30.2%	26.8%	42.9%
RIVERSIDE-SAN BERNADINO	28.2%	23.4%	48.3%	VENTURA	33.3%	27.6%	39.1%
SACRAMENTO	36.1%	32.3%	31.6%	YUBA CITY	34.9%	31.0%	34.1%
SAN DIEGO	32.4%	27.5%	40.2%				
SAN FRANCISCO	30.8%	25.1%	44.0%				

CA COUNTIES	WM%	WW%	EM%	CA COUNTIES	WM%	WW%	EM%
9 BAY AREA COUNTIES*	32.3%	27.8%	39.9%	SAN BERNARDINO	26.5%	22.3%	51.1%
ALAMEDA/CONTRA COSTA	28.9%	24.9%	46.2%	SAN DIEGO	32.4%	27.5%	40.2%
ALAMEDA	24.5%	21.6%	53.9%	SAN FRANCISCO	29.2%	22.5%	48.3%
CONTRA COSTA	33.3%	28.2%	38.5%	SAN JOAQUIN	28.1%	24.5%	47.4%
EL DORADO	46.7%	39.4%	13.9%	SAN LUIS OBISBO	42.3%	36.6%	21.1%
FRESNO	24.7%	21.4%	54.0%	SAN MATEO	28.6%	23.6%	47.9%
LOS ANGELES	20.2%	16.4%	63.5%	SANTA CLARA	26.9%	21.0%	52.1%
MARIN	42.8%	38.4%	18.8%	SANTA CRUZ	37.5%	32.1%	30.4%
MENDOCINO	40.4%	37.0%	22.6%	SHASTA	46.6%	41.5%	11.9%
MERCED	24.9%	21.1%	54.0%	SOLANO	27.8%	24.6%	47.6%
MONTEREY	23.8%	21.3%	54.9%	SONOMA	39.8%	36.9%	23.4%
NAPA	37.6%	33.6%	28.8%	STANISLAUS	33.0%	28.4%	28.6%
ORANGE	30.9%	25.5%	43.6%	YOLO	31.7%	29.8%	38.5%
RIVERSIDE	30.1%	24.7%	45.3%	YUBA	36.7%	34.0%	29.4%
SACRAMENTO	32.7%	30.0%	37.3%				

*ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO, SAN MATEO, SOLANO, SONOMA, AND SANTA CLARA

STATES	WM%	WW%	EM%	STATES	WM%	WW%	EM%
ALABAMA	40.8%	33.2%	26.0%	MONTANA	49.1%	42.5%	8.4%
ALASKA	40.2%	33.1%	26.7%	NEBRASKA	47.1%	42.7%	10.2%
ARIZONA	37.0%	31.7%	31.3%	NEVADA	37.8%	31.3%	30.9%
ARKANSAS	44.0%	37.5%	18.5%	NEW HAMPSHIRE	50.6%	45.0%	4.4%
CALIFORNIA	28.0%	23.6%	48.4%	NEW JERSEY	36.7%	31.5%	31.7%
COLORADO	42.2%	36.2%	21.6%	NEW MEXICO	26.6%	23.1%	50.3%
CONNECTICUT	42.4%	37.8%	19.8%	NEW YORK	35.0%	30.9%	34.1%
DELEWARE	39.3%	35.5%	25.3%	NORTH CAROLINA	39.1%	34.0%	26.9%
DISTRICT OF COLUMBIA	19.2%	18.0%	62.8%	NORTH DAKOTA	49.6%	44.4%	6.0%
FLORIDA	35.7%	30.9%	33.4%	OHIO	46.1%	40.2%	13.7%
GEORGIA	35.9%	30.0%	34.2%	OKLAHOMA	41.7%	35.4%	22.9%
HAWAII	13.1%	11.1%	75.8%	OREGON	45.5%	39.5%	15.0%
IDAHO	48.6%	40.8%	10.5%	PENNSYLVANIA	46.4%	40.2%	13.4%
ILLINOIS	38.6%	33.6%	27.8%	RHODE ISLAND	44.1%	41.4%	14.5%
INDIANA	47.1%	40.6%	12.3%	SOUTH CAROLINA	37.6%	32.4%	30.0%
IOWA	49.2%	44.8%	6.0%	SOUTH DAKOTA	48.0%	43.6%	8.4%
KANSAS	45.6%	40.1%	14.3%	TENNESSEE	44.1%	37.1%	18.8%
KENTUCKY	48.4%	41.9%	9.7%	TEXAS	31.5%	26.1%	42.4%
LOUISIANA	37.3%	30.0%	32.7%	UTAH	47.7%	39.1%	13.2%
MAINE	50.6%	46.5%	2.9%	VERMONT	50.4%	46.3%	3.3%
MARYLAND	34.0%	30.2%	35.8%	VIRGINIA	38.6%	34.0%	27.3%
MASSACHUSETTS	44.0%	40.6%	15.3%	WASHINGTON	43.6%	37.6%	18.8%
MICHIGAN	44.1%	37.5%	18.4%	WEST VIRGINIA	51.9%	43.3%	4.9%
MINNESOTA	47.6%	43.1%	9.3%	WISCONSIN	47.5%	42.8%	9.6%
MISSISSIPPI	36.1%	29.6%	34.3%	WYOMING	49.0%	41.4%	9.6%
MISSOURI	45.6%	40.3%	14.1%				

TOTAL USA 39.0% 33.7% 27.2%

WM = White Men, **WW** = White Women, **EM** = Ethnic Minority.

Figures compiled from the 2010 Census of Population, U.S. Department of Commerce, Bureau of the Census.

FORM P-040



CONTRACT EQUITY PARTICIPATION (P-040)

BIDDER'S /
PROPOSER'S NAME

PROJECT NAME

ADDRESS

SPEC. / PROPOSAL NO. (If applicable)

E-MAIL ADDRESS

BID / PROPOSAL AMOUNT \$

PHONE NO.

FAX NO.

This form shall be submitted by **first and second** apparent low bidders within 2 Work Days of bid opening time for construction projects and by **all proposers** with their proposal for professional and general services. All subcontractors¹, truckers and suppliers at any tier level of participation, known at this time shall be listed on this form. Submit a separate P-025 form for each Subcontractor/Trucker/Supplier with a subcontract amount of \$70,000 or more.

COMPANY AND CONTACT NAME, ADDRESS, PHONE NUMBER AND E-MAIL ADDRESS	OWNERSHIP			TYPE OF WORK TO BE DONE ³	ESTIMATED DOLLAR AMOUNT
	ETHNICITY ²	GENDER			
		M	F		

Note: Additional spaces are provided on the back of this form.

The subcontractors, truckers, and suppliers listed in this schedule shall be utilized for the Work conditioned upon execution of a contract with East Bay Municipal Utility District. Substitution or replacements of these subcontractors, truckers, and suppliers must comply with Section III.B. Substitution or Replacement in the Contract Equity Program and Equal Employment Opportunity Guidelines.

Signature of Authorized Bidder / Proposer's Official

Date

Print Name

Title

¹ The person or persons, co-partnership, firm or entity in direct contract with the Contractor or with any other Subcontractor for the purpose of furnishing materials, equipment, and/or performing part of the contract work.

² Ethnic Classifications: **A/PIA** Asian-Pacific Islander American **H/LA** Hispanic/Latin American **W/CA** White/Caucasian American
B/AA Black/African American **NA** Native American

³ Describe exact portion, location (if necessary) of item to be performed or furnished by that subcontractor.



CONTRACT EQUITY PARTICIPATION (P-040)

COMPANY AND CONTACT NAME, ADDRESS, PHONE NUMBER AND E-MAIL ADDRESS	OWNERSHIP			TYPE OF WORK TO BE DONE ³	ESTIMATED DOLLAR AMOUNT		
	ETHNICITY ²	GENDER					
		M	F				

FORM P-041



GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

The apparent low bidder shall submit the following information to demonstrate that a good faith outreach effort to meet the Contracting Objectives has been made if its Form P-040 Contract Equity Participation indicates that the Contracting Objectives will not be met. It is suggested that even if the Contracting Objectives appear to be met on Form P-040, this form still needs to be completed in case the Contracting Objectives are determined by District evaluation to have not been met.

The *complete* description of the following items along with all of the Good Faith Outreach Efforts (GFOE's) are in the Section IA of the Contract Equity Program and Equal Employment Opportunity Guidelines:

- Items of works for which the bidder requested subbids, trucking or materials to be supplied by subcontractors in all availability groups
- Information furnished interested subcontractors, truckers, or suppliers in the way of plans, specifications and requirements for the work
- Any breakdown of items of work into economically feasible units to facilitate subcontractor participation (GFOE's #2 & 6)

ITEMS OF WORK OR SUPPLIES IDENTIFIED	
1	6
2	7
3	8
4	9
5	10
INFORMATION FURNISHED	
BREAKDOWN OF ITEMS	



GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- The names and dates of advertisements in the project's geographic market area of each newspaper, trade paper, and availability group focus paper in which a request for subcontractor participation for this project was placed by the bidder (GFOE #3)

NAME OF PUBLICATION	DATES OF ADVERTISEMENT

- The names and dates of notices of all subcontractors in the project's geographic market area solicited by direct mail, and the dates and methods used for following up initial solicitations to determine with certainty whether the subcontractors were interested (GFOE's #4 & 5)

NAME OF SUBCONTRACTOR SOLICITED	SOLICITATION DATES	FOLLOW UP METHODS	FOLLOW UP DATES



GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- The names of subcontractors, truckers, and suppliers who submitted bids for any of the work indicated on page one of this form whose bids were not accepted
- A summary of the bidder's discussions and/or negotiations with them
- The name of the subcontractor, trucker or supplier that was selected for that portion of the work, and the reasons for the bidder's choice. *(If the reason for rejecting a bid was price, give the price bid by the rejected subcontractor and the price bid by the selected subcontractor, trucker, or supplier.) (GFOE #8)*

NAME OF REJECTED SUBCONTRACTOR	SUMMARY OF DISCUSSIONS / NEGOTIATIONS	NAME OF SELECTED SUBCONTRACTOR AND REASONS FOR THAT CHOICE

Please Note: Use additional sheets of paper, if necessary.



GOOD FAITH OUTREACH EFFORTS DOCUMENTATION (P-041)

- Assistance that the bidder has extended to rejected subcontractors identified above to remedy the deficiency in their subbids (GFOE #9)

NAME OF REJECTED SUBCONTRACTOR	ASSISTANCE EXTENDED

- Any additional data to support a demonstration of good faith efforts, such as contacts with subcontractor's assistance agencies (GFOE #7):

NAME OF COMMUNITY ORGANIZATIONS OR CONTRACTORS GROUPS	ADDITIONAL GOOD FAITH OUTREACH EFFORTS

Please Note: Use additional sheets of paper, if necessary. Appropriate documentation, such as copies of newspaper ads, letters soliciting bids, and telephone logs, should accompany this form.

FORM P-042



CONTRACT EQUITY PROGRAM GUIDELINES CERTIFICATION (P-042)

Pursuant to the East Bay Municipal Utility District's ("District") Contract Equity Program Guidelines, Section I, Paragraph A.1, I hereby declare, under the penalty of perjury under the laws of the State of California, that

- 1) I am duly authorized to execute this certification on behalf of my company, corporation, joint-venture or sole-proprietorship, which has submitted a bid/proposal to
District Specification/Proposal/Quotation No. _____ ;
- 2) I am familiar with the District's Contract Equity Program and Equal Employment Opportunity Guidelines and understand all of the program's requirements;
- 3) I understand and agree to comply with the District's Contract Equity Program, and all of the requirements therein, including each of the Good Faith Outreach Efforts;
- 4) I will post and distribute applicable District-supplied Equal Employment Opportunity material. My firm has a process for responding to complaints of Equal Employment Opportunity discrimination, harassment, and retaliation and a copy will be provided upon request;
- 5) I understand and agree that promoting local access to jobs that pay prevailing wages may improve the workforce diversity and may benefit employment in communities being impacted by this project; and
- 6) I understand, and expressly agree, on behalf of my company, corporation, joint-venture or sole-proprietorship, that the District may disqualify the bid/proposal submitted if we have not complied with the District's Contract Equity Program, and all of the requirements therein.

EXECUTED IN _____

(City, County, State)

ON _____

(Month, Date, Year)

FOR _____

(Bidder's / Proposer's Company Name)

BY _____

(Print Name)

(Title)

(Signature)

(Phone Number)

FORM P-046



DESIGNATION OF SUBCONTRACTORS (P-046)

Name of Bidder/Proposer _____

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name, the location of the place of business, and the California Contractor license number of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid. List all Subcontractors meeting these criteria, including sole-source Subcontractors.
2. The portion and estimated dollar amount of the work that will be done by each Subcontractor listed below. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its bid.

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

Please type or legibly print (attach additional sheets as necessary)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT



DESIGNATION OF SUBCONTRACTORS (P-046)

SUBCONTRACTOR'S COMPANY NAME CONTACT NAME / ADDRESS / PHONE NO.	CALIFORNIA LICENSE NUMBER	DESCRIPTION OF WORK TO BE PERFORMED	ESTIMATED \$ AMOUNT

Designation of Subcontractors – From Public Contract Code Section 4105 - 4110

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

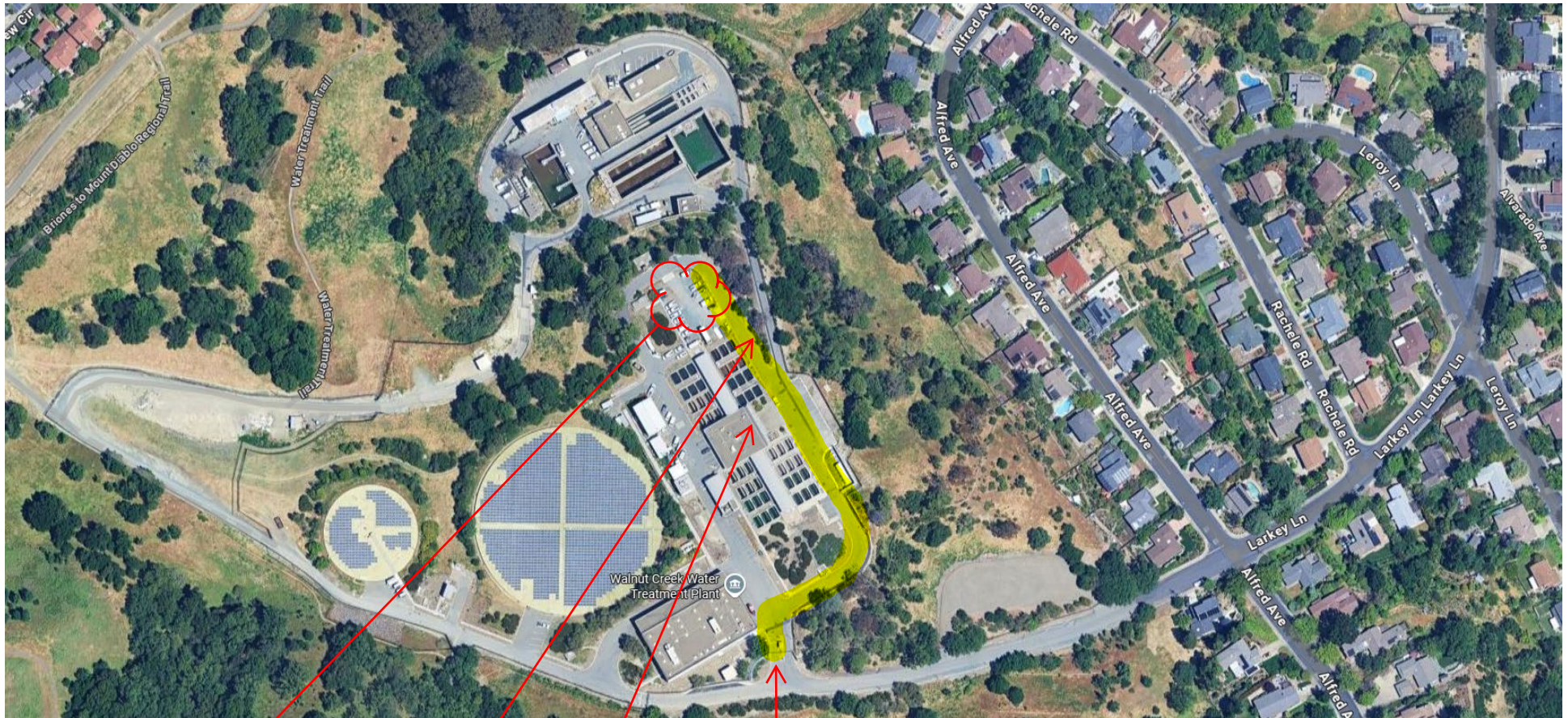
(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

EXHIBIT G – AERIAL SITE LAYOUT



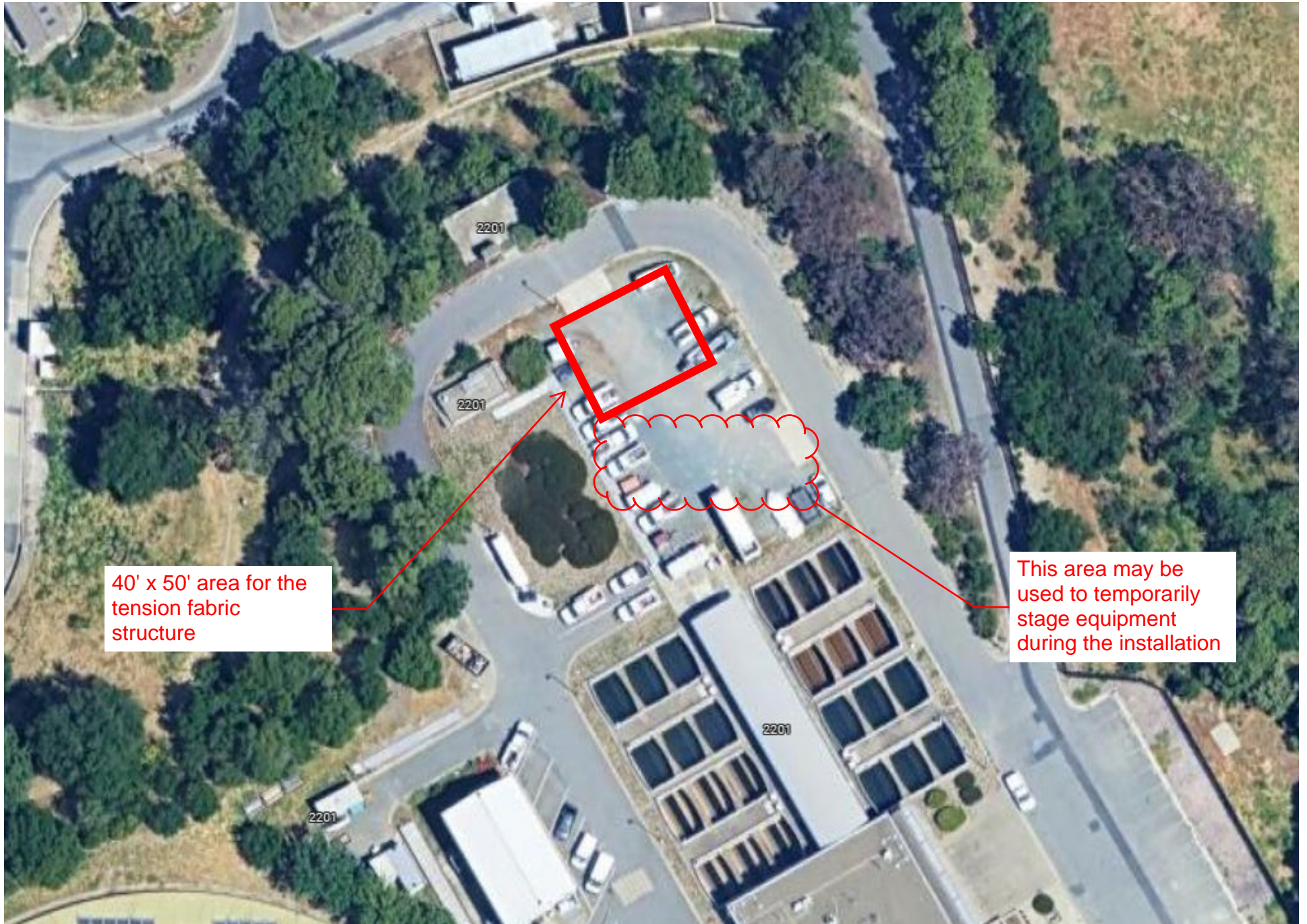
Tension fabric structure
installation location

Operations Building

Highlighted route for
construction traffic

Gated Entrance

Aerial Site Layout – Tension Fabric Structure
Walnut Creek Water Treatment Plant
2201 Larkey Lane, Walnut Creek, CA 94597



40' x 50' area for the
tension fabric
structure

This area may be
used to temporarily
stage equipment
during the installation



40' x 50' tent
structure
over skids

Furnish and install Class
2 ABC to level surface
for pilot equipment and
tent.

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

WALNUT CREEK WTP PRETREATMENT

PILOT PLANT TEMPORARY FACILITY LOCATION

EXHIBIT H – SPRUNG STRUCTURES PROPOSAL



Build
Faster

Sprung Structures Proposal

EBMUD Walnut Creek - 40' x 50'



**Rendering Above Does Not Reflect Additional 10' Center Bay*

Prepared for:

East Bay Municipal Utility District

Attention:

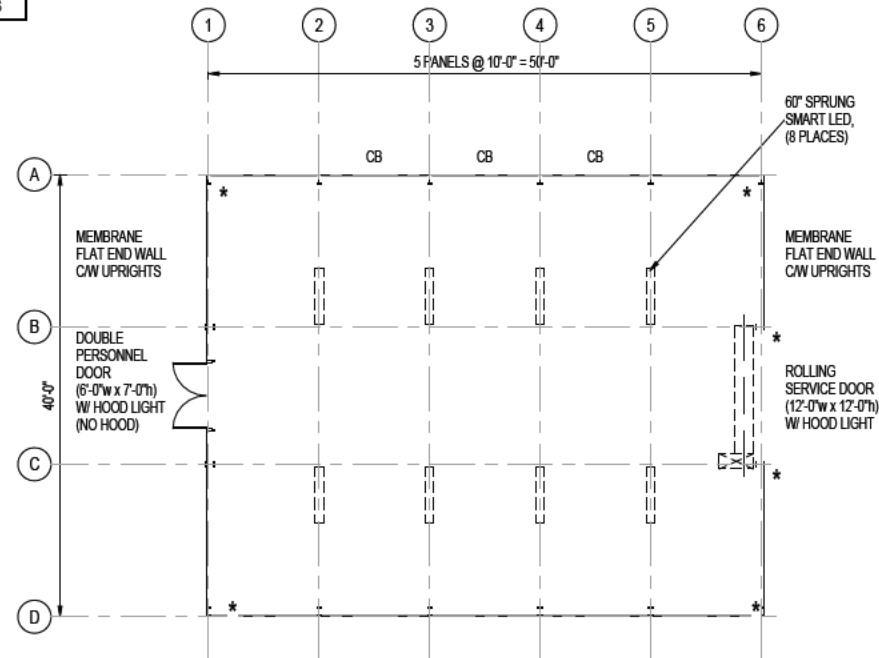
Elaine Horng
East Bay Municipal Utility District
2201 Larkey Lane
Walnut Creek, California 94597
510-287-0250
elaine.horng@ebmud.com

Presented by:

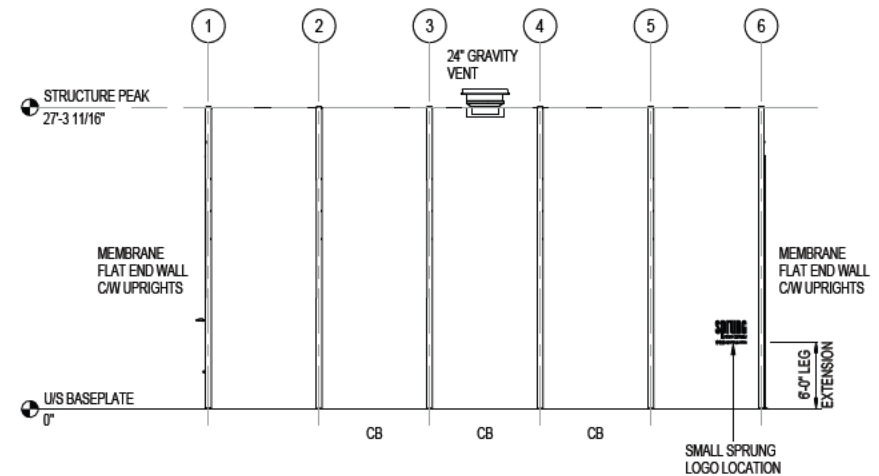
Siobhan Kennedy
Business Development Manager
Sprung Structures Inc.
Email: siobhan.kennedy@sprung.com
Cell: (781) 454-8897
www.sprung.com



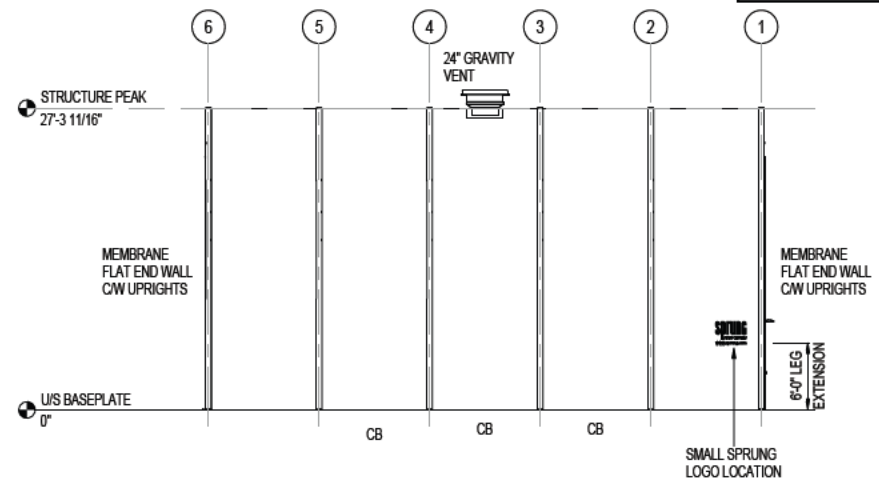
CB = CABLE BRACING
* = MODIFIED CORNER BASEPLATES



1 OPEN PLAN VIEW
809.0 1/8" = 1'-0"



2 FRONT ELEVATION
809.0 1/8" = 1'-0"

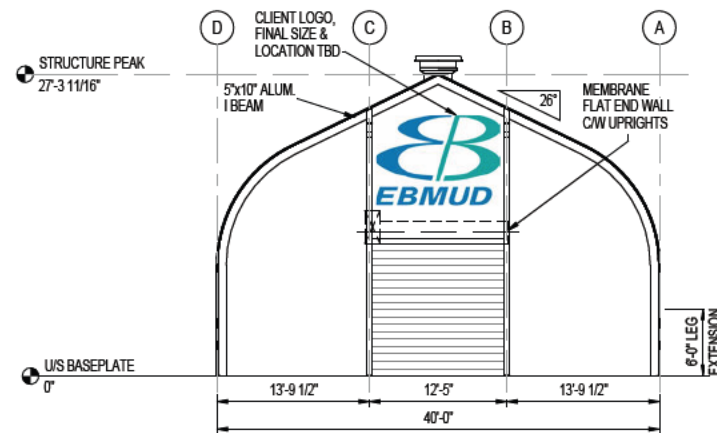


3 REAR ELEVATION
809.0 1/8" = 1'-0"

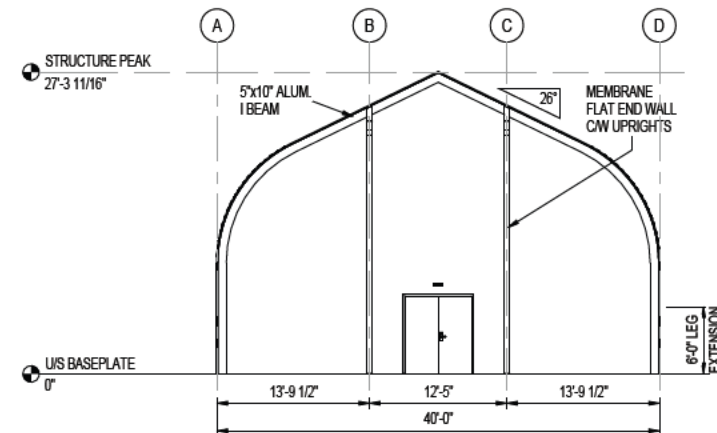
COLORS ON THESE ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING ON PRINTER OR MONITOR. PLEASE REFER TO MEMBRANE SAMPLES FOR ACTUAL COLORS.



4 EXTERIOR VIEW 1
809.0 12" = 1'-0"



5 RIGHT ELEVATION
809.0 1/8" = 1'-0"



6 LEFT ELEVATION
809.0 1/8" = 1'-0"

PERSONNEL DOORS

CATEGORY	TYPE	HOOD WIDTH	BEAM	DOOR SIZE	COMMENT	SWING	COUNT
FLAT END	DPD			6'-0" w x 7'-0" h		STANDARD	1

ACCESSORIES

CATEGORY	TYPE	SIZE	COMMENT	COUNT
CARGO DOOR	ROLLING SERVICE DOOR	12'-0" w x 12'-0" h	INTERIOR MOUNT	1
LIGHTING	HOOD LIGHT		LED	2
LIGHTING	SPRUNG SMART LED		60"	8
VENTILATION	GRAVITY VENT		24" Ø	1

DRAWING APPROVAL

- ☐ APPROVED
☐ APPROVED W/ CHANGES NOTED

CONFIRMATION OF DESIGN LOADS AT SITE PER THE LOCAL BUILDING DEPT.

SIGNATURE: _____

DATE: _____

BUILDING CODE: _____
W/ YEAR: _____

WIND LOAD: _____

EXPOSURE: _____ RISK: _____

SNOW LOAD: _____



TOLL FREE: 1-800-528-9899
(408) 601-2292 www.sprung.com

GENERAL NOTES:

1. ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS, AS NOTED.
2. STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL, ASTM E84, CANULC-S-109 & CANULC-S-102 SPECIFICATIONS.
3. THIS STRUCTURE IS DESIGNED TO SHED RELEASE SNOW. THE PERIMETER OF THE STRUCTURE SHALL BE KEPT CLEAR.
4. WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.
5. ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.
6. STRUCTURE IS DESIGNED TO SUPPORT AN EQUALLY DISTRIBUTED & BALANCED UTILITY LOAD OF 2 PSF (0.1 kPa). THIS MAY BE COMPRISED OF, BUT NOT LIMITED TO, ITEMS SUCH AS SPRINKLER LINES, HVAC DUCTS, ELECTRICAL, LIGHTING, FANS, CEILING GRIDS, AUDIO-VISUAL EQUIPMENT, ETC. SEE UTILITY LOAD LETTER FOR MORE INFORMATION.

DESIGN LOADS

LOCATION: WALNUT CREEK, CA
BUILDING CODE: CBC 2025
WIND SPEED: 110 mph 3 SEC GUST
RISK CATEGORY: II EXPOSURE: C
GROUND SNOW LOAD: 0 psf
(SEE SNOW SHED REPORT)

CAROLLO ENGINEERS -
SACRAMENTO
40' - 0" x 50' - 0"
EBMUD WALNUT CREEK
WALNUT CREEK, CALIFORNIA, UNITED STATES

REV.	MMDDYY	BY	DESCRIPTION
2	07/26/24	DH	ADD RSD & LOGO
3	08/05/25	DH	REVISE DESIGN LOADS
4	08/27/25	SB	ADD BAY
5			
6			
7			
8			
9			

FLOOR PLAN & ELEVATIONS

DATE: 07/15/2024 DRAWN BY: D. HUDAK
R24-809.0

SIGNATURE SERIES



July 3, 2025

Dear Elaine Horng,

We are pleased to submit the following quotation for a Sprung structure to be located at your site in Walnut Creek, California.

Backed by nearly 140 years of experience and innovation, our highly efficient, corrosion-resistant structures are engineered for optimum performance and durability, no matter the application or location.

With more than 12,000 structures deployed in over 100 countries to date, Sprung helps organizations around the world by providing faster, more flexible, building solutions. We're confident that our patented building technology will meet your specific operational needs, and greatly exceed your expectations.

DESCRIPTION OF STRUCTURE AND ACCESSORIES AS PER DRAWING R24-809-R4	
Quantity	Item
-	Signature Series 40 feet wide by 50 feet long (5" x 10") 15'/OC
-	Polyurethane Opaque Membrane
-	6' Leg Extensions
16 -	Earth Anchors
6 -	Modified Corner Baseplates
5 -	10' Center Bays
2 -	Engineered Flat Ends
1 -	EBMUD Logo at Entrance
1 -	Double Personnel Door c/w High Traffic Panic & Closers (6'0" x 7'0") in Flat End
1 -	Rolling Service Door 12' W X 12' H, Electric Operator (115-208-230V - NEMA1 - 1/2HP Single Phase) c/w frame
2 -	LED Hood Lights 120-277, 50 or 60 Hz c/w Bracket and Photocell
8 -	Sprung Direct 60" LED Light Fixture, 1 - (RT60L) - 208V/16130 Lumens, 240V/19134 Lumens or 277V/17932 Lumens - 30A/60Hz - c/w hanging brackets, electrical box with cap Plug and Play cable
1 -	Gravity Ventilator - 24"
2 -	Standard Framed Penetrations - size 4' wide x 4' high and smaller
2 -	Penetration Kits for non-insulated structures (Medium) 3" to 6"
16 -	75 lb. Hanging Brackets - Interior Suspension Eye-Nuts, powder coated or mill finish
-	Conduit Holes Set as per diagram provided by Sprung
-	Engineered Stamped Drawings



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Faster**

TOTAL PURCHASE PRICE	
Purchase Price for Structure and Accessories as above, F.O.B. Salt Lake City, Utah, USA 2010 Incoterms. Sales and/or use taxes extra if applicable.	\$194,023.00
Engineering - Sprung engineers our structures from the base plate up. We will supply your design professionals with a column base layout and design calculations in order for them to design an appropriate foundation.	\$12,500.00
The Technical Consultant's travel, accommodation, and meals will be charged to you at the fixed cost shown based on the INSTALLATION requirements below.	\$4,271.00
On your behalf, we can arrange for delivery of this structure by commercial carrier to your site in Walnut Creek, California at the fixed cost shown. Sprung will maintain responsibility for the shipment and will insure the shipment up until the point of delivery. Customer is responsible to receive and unload freight in a timely manner.	\$3,100.00
STRUCTURE, ACCESSORIES, TECHNICAL CONSULTANT AND DELIVERY AS ABOVE:	\$213,894.00
TERMS, O.A.C: 50% with order; balance upon delivery of the structure.	

GUARANTEE
The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees:
ARCHITECTURAL MEMBRANE WITH POLYURETHANE COATING
All membranes used are water and mildew resistant, insect proof and flame retardant. They withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.
Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for membrane which deteriorates from any of the aforementioned factors within FIFTEEN (15) YEARS from the date of delivery of the structure(s), for polyurethane coated architectural membranes in white, tan or gray colors.
EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS
Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) YEARS from the date of delivery of the structure.
Note: Our guarantee is not valid if a Sprung Technical Consultant is not present throughout the erection and dismantling of the structure during the guarantee period, or if any payments associated with the structure are not made on time.

NOTE: Due to fluctuations in tariff regulations, this quotation is valid for only 15 days.

PERMITS: It will be your responsibility to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the California Building Code 2025.

AVAILABILITY: Depending upon accessories, Sprung structures can normally be available from inventory.



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Faster**

ENGINEERING:

Sprung engineers our structures from the base plate up. We will supply your design professionals with a column base layout and design calculations in order for them to design an appropriate foundation.

When the engineering package is completed, a username and password will be provided to access the Sprung digital repository which will include:

- Sealed Drawing and Design Calculations
- Utility Load Letter
- Snow Shed Report
- Anchoring Specifications
- Membrane Specifications

If onsite engineering observations and inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite observations are not included as a part of Engineered Stamped Drawings.

ANCHORAGE:

Earth Anchors on Grade - Earth anchors, in connection with drift pins may only be used providing adequate soil conditions exist. Base reactions will be provided where required. A compressor complete with 90 lb. jack hammer, will be needed to install these anchors. In order to optimize the erection time for the structure, earth anchors should be installed prior to delivery of the structure and prior to arrival of the technical consultant. A detailed drawing will be provided by Sprung showing anchor locations. The soil adequacy for the earth anchoring method will need to be reviewed and approved by your design professional.

INSTALLATION:

Our quotation is for SUPPLY only. A contractor is required for managing the project for the supply of all workers and equipment, site preparations, organize subcontractors, erection and the interior fit out.

Sprung will provide a username and password to access our Contractors Guide – an online resource that assists Contractors as they prepare pricing for the erection of the structure.

**TECHNICAL
CONSULTANT:**

Sprung will supply a Technical Consultant on site to provide advice on the best methods of structure assembly and erection to a construction supervisor (or equivalent). The Technical Consultant is not authorized to perform any other services or directly supervise workers. Customer is responsible for supervision of and safety compliance in structure location, orientation, assembly, and erection.

The Technical Consultant is not a project manager. Customer is solely responsible for project management if this is a requirement.

**WORK
SCHEDULE:**

Standard Schedule-

Estimated 6 workers and one construction supervisor for approximately 8, 8 hour working days.





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Note: Above time estimation does not include an allowance for the Rolling Service Doors which will be delivered and installed by the closest regional installer.

**EQUIPMENT
REQUIRED:**

- Manlifts and scissor lifts.
- Crane with operator and rigger to assist in raising the free span aluminum beams during the erection sequence. It will be needed for approximately 3 hours.
- Appropriate fall protection (body harness and lifeline).
- Electrical power to site.
- Specialized hand tools are supplied for your use at no charge. You are responsible for the tools while they are at your site and until picked up by Sprung following completion of the structure installation. Lost, stolen or damaged tools will be billed at their full replacement cost. Approximate value: \$50,000.

MECHANICAL:

HVAC can be easily incorporated into the structure. We will work with your mechanical contractor to ensure that all systems integrate easily.

**INTERFACING
THE
STRUCTURE:**

Sprung can provide frameless and framed penetrations to accommodate gas lines, electrical conduit, plumbing, HVAC ducting, etc.

Framed penetrations are manufactured from extruded aluminum and held in place with structural spreaders. They are placed in the wall cavity of the structure, so it is recommended that they be installed BEFORE the interior liner is installed.

Penetrations are not designed to support mechanical or electrical systems. Any items that penetrate the structure must be self-supporting.

In order to ensure the timely completion of the project, it is essential that the dimensions and locations of the penetrations be verified by your General Contractor and provided to Sprung prior to manufacturing the structure.

A framed opening order form will be provided by Sprung to the owner or contractor. This form requires width, height, elevation, and quantity of penetrations. Please ensure your subcontractors and other representatives complete the order form in a timely manner.

In snow areas, snow deflectors should be installed at frame penetration locations.

ELECTRICAL:

It is the responsibility of your contractor to connect all electrical for any options requiring power. Electrical specifications can be provided.

Insulated structures afford the opportunity to hide all electrical conduit and wire within the insulated wall assembly. These components would need to be installed prior to the installation of the interior membrane.

LED LIGHTING:

This quotation includes a LED lighting proposal.



**Build
Faster**

This lighting package is designed to provide on average of 75-100 (+/-) foot candle of light intensity throughout the structure, based on the drawing that is attached to this quotation.

At the time of your structure order, Sprung will commission a computerized light study to verify the exact light intensity for your specific structure configuration and application. With this light study, we will consult with you to determine if an increase or decrease to the proposed lighting is required, at which time the costs will be adjusted accordingly.

Sprung will provide a photometric lighting study only (no schematic or other wiring drawings are provided).

Installation and electrical wiring to be supplied by others.

UTILITY LOADS:

The Sprung Structure is designed to carry a 2 psf uniformly distributed utility load. Care must be taken in placing hanging brackets on the structure to ensure equal loading. All the utility loads on the structure should be reviewed by an engineer prior to the installation of the brackets. Utility loads can be easily increased by modifying the structure design.

**INTERIOR
HANGING
DETAILS:**

Sprung offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC, and any other items that may need to be suspended from the interior of the structure. The structural adequacy of these brackets will be reviewed by your design professional.

- The type and size in each case will depend on weight and proposed position.
- Please contact your Sprung representative for diagrams and further details.
- Brackets can be designed to meet NFPA 13 for sprinklers.

**ROLLING
SERVICE
DOORS:**

Although the Sprung Structure can normally be delivered in a short time period, Rolling Service Doors generally have a longer lead time and will arrive and be installed by a local installer after our technical consultant has left the site.

You will be required to supply a forklift (or hoisting equipment) and a small manlift, to support the installation. Electrical hookup, if applicable, is not included.

For remote sites, not easily accessible from a major center, the Sprung Technical Consultant will supervise the installation of the Rolling Service Doors. In these cases, two workers will be required for approximately two (2) 8 hour working days per door.

DISMANTLING:

Rented structures will require our Technical Consultant for dismantling. The same terms as outlined above under the headings "Installation", "Technical Consultant", and "Equipment" will apply. It will be your responsibility to return the structure and tools, prepaid, to the depot in Salt Lake City, Utah. A quotation for the technical consultant services will be provided for approval when dismantle is requested.

TARIFFS:

Please be advised that newly imposed tariffs on goods imported from Canada, the U.S., and other regions may affect the pricing of certain products in this quotation. We are evaluating which products and components will be affected and will update you on any changes to the final selling price. Once determined, any additional costs will be added to the quoted price.

Thank you again for your interest in Sprung Structures. We would be happy to answer any questions you may have regarding the enclosed estimate and we look forward to connecting again at your convenience.



Siobhan Kennedy
Business Development Manager
SPRUNG STRUCTURES, INC.
siobhan.kennedy@sprung.com
415.934.9370



Licensing Certifications
GSA CONTRACT #:
47QSWA19D005G / GS-07F-089JA
Standard Industrial Classification
(SIC) 344 4225

Sprung Capabilities Statement

Rapidly built tensioned membrane structures for all industries.

Core Capabilities

Sprung's precision engineered clear span structures are built with military-grade rust-free aluminum alloy and tensioned membrane.

- Built within weeks
- Immediate shipping from inventory
- 30' to 200' wide, by any length
- Minimal foundation requirements
- Relocatable, reconfigurable, expandable and resilient
- Permanent or temporary use
- Airtight building envelope
- Energy-efficient insulation packages
- Meets most building codes and standards around the world
- Application-specific structural and design options
- Durability for extreme climates and severe weather

Differentiators

- International expertise: With projects in 100+ countries, we understand the complex nature of business in different countries and have the experience to support clients anywhere.
- Aluminum vs. steel: Sprung's military-grade aluminum alloy offers significant advantages over steel construction, including corrosion resistance (ideal for coastal areas), lighter weight, superior performance, malleability and durability. Our aluminum substructure is backed by a 50-year pro-rata guarantee.
- Speed: Inventory with immediate shipping is available for urgent projects. Non insulated structures can be built at a rate of up to 2,000 square feet per day (1,000 square feet per day if insulated).
- Build anywhere: Our structures can be erected on existing concrete, asphalt parking lots or earth and have minimal foundation requirements.
- All-weather durability: Engineered for extreme climates, with past performance in severe weather including hurricanes, blizzards and sandstorms. The fire resistant exterior architectural membrane endures temperatures from -60°F (-51°C) to 122°F (+50°C).
- Permanent or temporary: Structures are engineered for permanence but can be reconfigured, expanded, disassembled or relocated.
- Options for any application: Diverse structural and design options, such as fiberglass insulation packages and entryways for everything from personnel to aircrafts, support application-specific demands.
- In-house leasing program: Options to lease or purchase.



Sprung Capabilities Statement

12,000+ projects | 100+ countries | Est.1887

Market Sectors

NON-INDUSTRIAL

- Government
- Disaster Recovery
- Commercial
- Hospitality
- Sports & Recreation
- Corrections
- Places of Worship
- Education
- Indigenous
- Homeless Navigation Centers

INDUSTRIAL

- Military
- Aviation
- Manufacturing
- Transportation
- Environmental
- Construction & Warehousing
- Oil & Gas
- Mining
- Power/Energy
- Controlled Environment Agriculture

Core Applications

- Offices and administrative centers
- Aircraft hangars
- Disaster response shelters
- Pandemic facilities
- Homeless navigation centers
- Fire stations
- Gymnasiums, arenas and fitness centers
- Dining halls
- On-mountain day lodges
- Controlled environment agriculture
- Large vehicle maintenance
- Manufacturing
- Bulk storage
- Mine production
- Modular multipurpose space
- Oil and gas
- On-site warehousing
- Public works salt storage
- Research facilities
- Shipping/receiving expansion
- Safety facilities

Past Performance

Sprung has completed over 12,000 projects globally. As a proven rapid-build solution engineered for long-term use, hundreds of the most recognized and established operations and businesses in the world have chosen us to meet their structural facility needs.

- Fort Wainwright Alaska – 2020 Stryker tank maintenance
- Tesla – Model 3 Production Facility
- Rio Tinto – Mongolia Warehousing
- USPS – San Francisco, CA sorting facility
- Operation Desert Storm – MRAP maintenance facilities, 11 bases erected in 6 weeks from order
- U.S. Virgin Islands Department of Education – Emergency schools after Hurricanes Irma and Maria
- City of Los Angeles – “A Bridge Home” Initiative
- Ford Motor Company – Kentucky plant warehouse
- SpaceX – Boca Chica, TX assembly plant
- Denver Airport – Snow management equipment warehousing
- FedEx – Oakland, CA Cargo sort facility
- Blue Origin – Kent, WA corporate headquarters
- Government of Ontario – COVID-19 pandemic response facilities

Select Clients

- AECOM
- Apple
- Bechtel
- BHP
- Blue Origin
- Boeing
- City of Los Angeles, Homeless Division
- Denver International Airport
- DynCorp International
- Facebook
- Federal Emergency Management Agency
- FedEx
- Fluor
- Ford Motor Company
- General Dynamics
- Google
- Haliburton
- Harvard Business School
- Hilton Hotels
- Honeywell
- Lockheed Martin
- Marriott Hotels
- Mercedes-Benz
- NASA
- Northrop Grumman
- Oshkosh Corporation
- Raytheon Technologies
- Rice University
- Rio Tinto
- Rivian
- Roy F Weston Inc.
- Saddleback Church
- SpaceX
- Tesla
- The Salvation Army
- U.S. Army Corp of Engineers
- U.S. Postal Service
- U.S. Virgin Islands, Department of Education
- UPS Inc.
- Vail Resorts



Warehousing



A Faster Way to Build



Widths 30' to 200' by any length



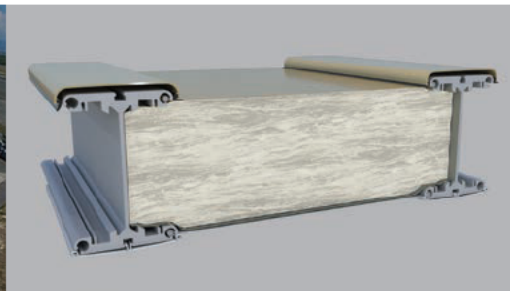
Large clearspan interiors



Lease or purchase



Insulated and uninsulated warehousing



Optional highly efficient fiberglass insulation system



Available immediately from inventory



**A Faster
Way to Build**

Engineered relocatable
structures provide immediate
warehousing solutions

North America toll free:
1 800 528.9899

US direct dial:
801 280.1555

Canada direct dial:
403 601.2292

www.sprung.com
info@sprung.com

Warehousing

A Faster Way to Build
Engineered & Manufactured by Sprung Instant Structures



Polar Air - Schiphol Airport, Holland Three - 130' wide x 280' long

"Polar Air Cargo is a global leader in the international air cargo market, specializing in time-critical, airport-to-airport scheduled freight service."

"Polar Air Cargo was in a difficult situation. We had outgrown our existing facilities in Liege, Belgium and were looking for a more strategically located airport to better service our existing clientele. Schiphol Airport seemed the obvious choice for our relocation with one major issue:

Schiphol could not provide us with the required 110,000 sq. ft. (10,219 square meters) of warehouse space we required. The airport had available land but not enclosed space. Polar Air looked into alternative building solutions that would meet a very short time frame for delivery and installation.

"After reviewing all of our options, there was only one company that could meet our requirements. Sprung Structures delivered and installed three structures in just eight weeks."

Dan Lansing

Director Properties and Facilities

Hurricane Katrina

Shortly after category 5 Hurricane Katrina hit the Gulf coast, Sprung supplied engineered structures for a wide array of applications including Salvation Army distribution facilities, Dole food distribution facilities, New Orleans correctional facility replacement, parish school gymnasiums as well as churches and numerous other structures for infrastructure replacement. Sprung structures are designed and engineered to meet coastal building code wind load requirements.



Global Auto Processing Services Port Hueneme, California

"Global Auto Processing Services (GAPS) established a full-service automotive processing facility at the US Naval facility at Port Hueneme, California."

"GAPS uses Sprung structures that are designed to allow easy expansion to meet future processing needs. Since opening our facility at Port Hueneme, GAPS has purchased six prefabricated Sprung structures for our Vehicle Prep Center."

"Two challenges in our industry are to provide structures for new customers and to expand structures for existing customers. Sprung structures provide an immediate, reliable, cost effective and flexible solution for automotive vehicle processing."

Michael "Song" Wynn

Sr. Ex. Vice President

Global Auto Processing Services, Inc.



OVER 2,000,000 SQUARE FEET AVAILABLE IN INVENTORY AVAILABLE FOR DEPLOYMENT. LEASE OR PURCHASE



Sprung Instant Structures, Inc.

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West Jordan, Utah
United States
84081

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Email: info@sprung.com

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Toll Free: 1.800.528.9899

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Email: info@sprung.com

Sprung Structures DWC-LLC

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Tel: 971.508312274

Sprung Instant Structures, E.C.

PO Box 26105
Manama, Kingdom of Bahrain
Tel: 00973 17730838
Email: uae@sprung.com

SPRUNG LIGHTING



**Build
Faster**



Direct Lighting

Energy Saving | Surge Protection | Heat Reduction

Advanced LED Commercial Lighting Technology

The Sprung Lighting system is designed and engineered as an automated and adaptable solution to integrate seamlessly within a Sprung structure. Our team provides a thorough analysis of each customer's needs to determine their lighting requirements, and we guarantee flexibility if those lighting requirements change over time.

 **WATCH OUR
LIGHTING VIDEO**



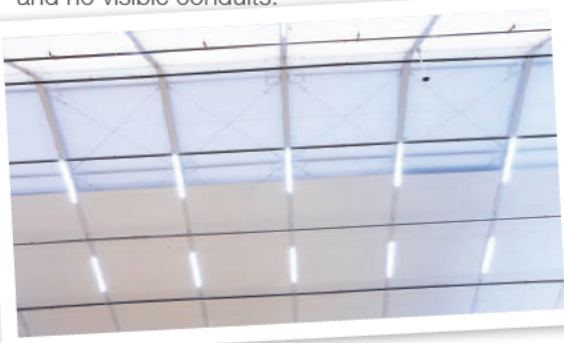
DIRECT LIGHTING



INDIRECT LIGHTING

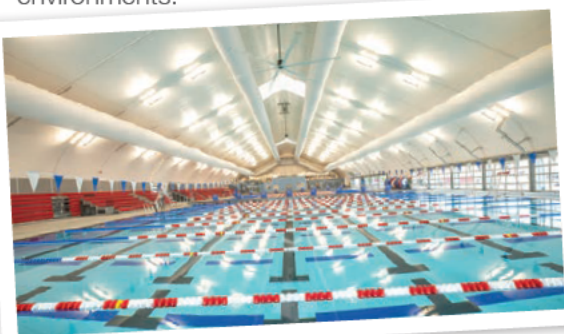
COHESIVE INSTALL

Lighting is placed along beams to create crisp, clean lines and even illumination, with no hot spots and no visible conduits.



Rust-proof

Our lights are made of high-strength aluminum, which means they won't rust in humid environments.



Impact-proof

Our polycarbonate covers are shatter-proof, making them ideal for indoor sports and recreation facilities.



STANDARD LIGHTING PACKAGE INCLUDES:

- Long-lasting LED lights
- Hardware, fasteners and attachment brackets
- Quick-connect cords
- Electrical boxes and brackets
- 208v or 240v or 277v 30amp.
Single Phase, 60Hz

Optional Extras Available

ELC - Environment Learning Computer Panel
3 Phase Power, 50z, *20amp (*if required)

ADVANTAGES

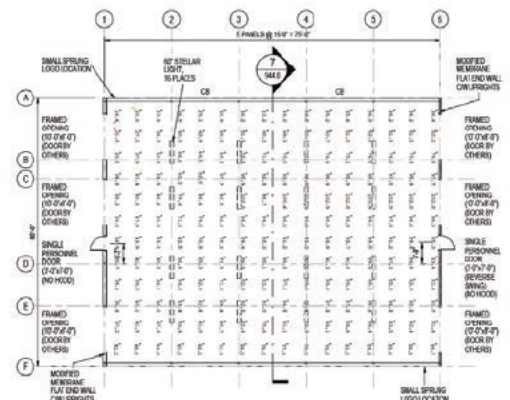
SPRUNG LIGHTING

The Sprung Lighting package features durable construction, clean lines and long-lasting, energy-efficient lighting. With a seven-year warranty that is unmatched in the industry, our state-of-the-art LED lighting system is installed during preliminary building construction, meaning lights are attached and turned on instantly.

SPRUNG LIGHTING OFFERS

- **70% Energy savings**
Compared to traditional sodium vapor lamps.
Sprung Lighting LEDs can reduce power bills up to 70%.
- **25% Reduced maintenance costs**
Sprung Lighting LEDs negate the need for any additional electrician maintenance.

This illustration shows the spacing of lighting fixtures along Sprung structure beams in a standard installment. Layout may change depending on the level of building customization.



ADDITIONAL BENEFITS



Reduced HVAC Costs

Low-heat producing lights allow for more efficient climate control.



Secure Attachment

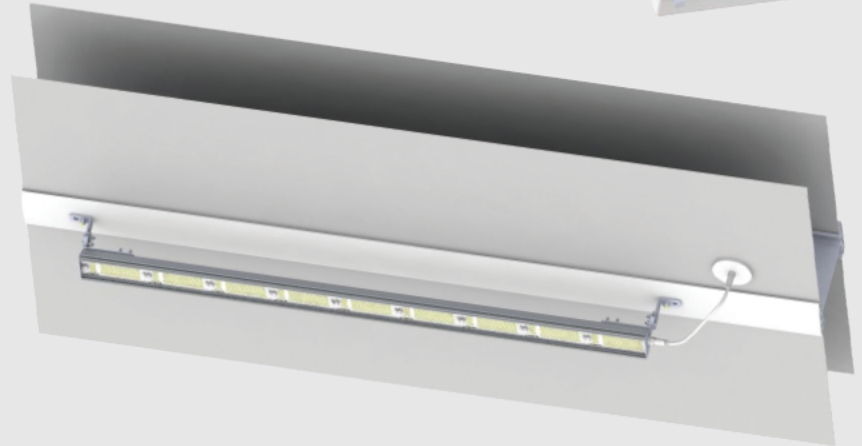
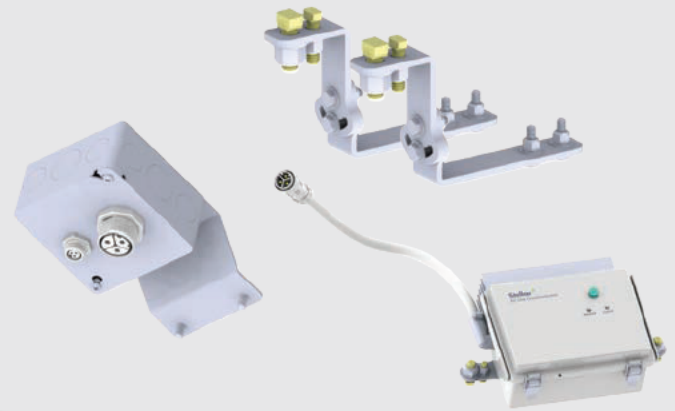
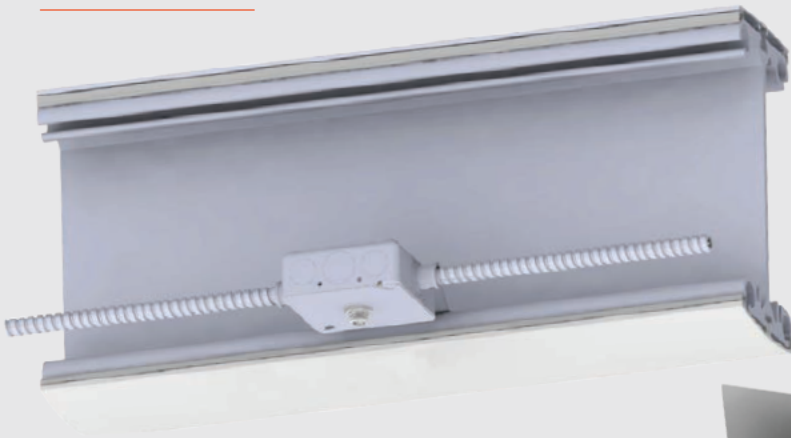
Instead of hanging, fixtures are installed almost flush against the beam for cleaner lines.



Speed of Install

Early installations of Quick-connect boxes allow lights to be plugged in and turned on without additional electrician appointments.

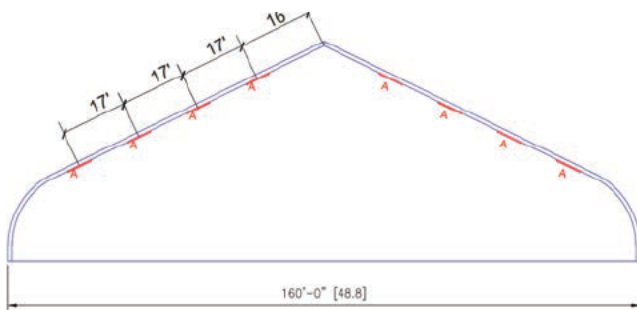
INTEGRATION



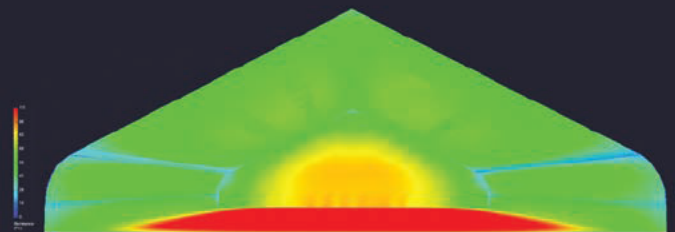
SEAMLESS SPRUNG INTEGRATION

Fixtures are installed using quick connect hardware that attach to Sprung's continuous interior bolt chase by a non-electrician to be efficient with your electrician's time.

The lumens and spacing of Sprung structure beams in relation to a standard lighting installment.



A lighting analysis rendering illustrating the light coverage in a standard install.



AUTOMATED CONTROLS

The touchscreen Environment Learning Computer (ELC) is the energy management unit that controls and monitors all the lights and energy sensors within a Sprung structure. The ELC communicates with each light fixture or sensor throughout the building. Installing E. C., you future-proof your building for optional lighting layout control and additional sensors. ELC features include:

- Scheduling
- Monitoring
- Use-based lighting adjustments
- Ambient light controls

ABOUT SPRUNG



Indirect lighting reflects light onto interior membrane and not directly into the swimmers eyes below



**Build
Faster**

Sprung has designed and patented tensloned membrane technology that outperforms other building alternatives and offers a faster, better build.

Sprung Structures provides rapid-response buildings to a wide range of leading businesses and organizations including global armed forces, the natural resources industry, the manufacturing, commercial gaming and education sectors, disaster recovery, healthcare and aviation, as well as to the sports and recreation industry. Our patented tensloned membrane technology outperforms other building alternatives with a faster, better build.

You can trust us to design and manufacture your facility with speed and quality that will exceed your expectations. Our clients demand it, our history proves it. In business since 1887, Sprung has completed over 12,000 structures in more than 100 countries.

SPRUNG LIGHTING SYSTEM

Let's talk about the design and cost for your custom lighting.

sprung.com | info@sprung.com | 1 800 528 9899

EXHIBIT I – ADDITIONAL FORMS



SAFE WORK PERMIT

This permit shall be completed when non-treatment facility staff such as Maintenance/Contractor/visitor perform work that:

- May disrupt routine plant or process system operations.
- Includes the listed activities below. These activities can create hazards to employees and visitors.

Maintenance, Engineering, or Contractors/Visitors (when approved) are responsible for completing this form with Water Treatment staff assistance.

Work Location:		Work Order or Specification #:	
Description of Work:			
Will work disrupt Plant/Facility Operations? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SAFETY CONDITION	Yes	No	Note additional information or restrictions
1. Lock-Out / Tag-Out	<input type="checkbox"/>	<input type="checkbox"/>	
2. Confined Space Entries	<input type="checkbox"/>	<input type="checkbox"/>	
3. Use of Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	
4. Hot Work	<input type="checkbox"/>	<input type="checkbox"/>	
5. Trenching / Excavation	<input type="checkbox"/>	<input type="checkbox"/>	
a. USA Notified	<input type="checkbox"/>	<input type="checkbox"/>	
b. Electric shop notified	<input type="checkbox"/>	<input type="checkbox"/>	
6. Fall or Elevation Hazard	<input type="checkbox"/>	<input type="checkbox"/>	
7. Dust, Fume, Mist, Aerosol	<input type="checkbox"/>	<input type="checkbox"/>	
a. Lead	<input type="checkbox"/>	<input type="checkbox"/>	
b. Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	
c. Silica	<input type="checkbox"/>	<input type="checkbox"/>	
d. PCB	<input type="checkbox"/>	<input type="checkbox"/>	
8. Live Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>	
9. Work Zone Specific PPE	<input type="checkbox"/>	<input type="checkbox"/>	
10. Environmental Controls + Plans	<input type="checkbox"/>	<input type="checkbox"/>	
11. Special Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	
AUTHORIZED WORK STARTED		Date:	Time:
Maintenance, Engineering, Contractor:		Facility Representative:	
(Print Name)		(Print Name)	
(Signature)		(Signature)	
WORK SATISFACTORILY COMPLETED		Date:	Time:
Maintenance, Engineering, Contractor:		Facility Representative:	
(Print Name)		(Print Name)	
(Signature)		(Signature)	

SAFE WORK PERMIT

COMMENTS



NON-EMPLOYEE ACCESS CARD REQUEST

SECURITY / EMERGENCY PREPAREDNESS

INSTRUCTIONS:

1. Hand carry or mail completed original to the Security Office, NAB, First Floor, MS #111.
2. Access Cards must be picked up by the individual card is issued to.
3. Present ID upon request.

NOTE: SHADED AREA IS FOR SECURITY OFFICE USE ONLY

DATE OF REQUEST: _____

ACCESS CARD NUMBER	Name of Contractor/Vendor _____	Driver's License No. _____

	Company Name _____	Phone Number _____ () - _____

	Dept. / Division Making Request _____	Org. No. _____ Phone Number _____ () - _____

REASON FOR REQUEST

BEGIN DATE:

END DATE:

LIST AREAS TO BE ACCESSED:

NUMBER OF ACCESS CARDS ISSUED

☐ 1st

☐ 2nd

☐ 3rd

☐ 4th

☐ 5th

REQUESTED BY CONTRACTOR

SUPERVISOR

APPROVED BY DISTRICT SPVSR / DEPT MGR

DEPARTMENT

RECEIVED BY

EMPLOYEE

DATE

ISSUED BY

SECURITY

DATE

NOTE

**REQUEST FOR GLOBAL ACCESS CARD MUST
BE APPROVED BY MANAGER OF SECURITY &
EMERGENCY PREPAREDNESS**

AUTHORIZED BY

MANAGER OF SECURITY & EMERGENCY PREPAREDNESS

ORIGINAL – Security Office

COPY – Department/Division

Photo Confidentiality Agreement
Specification <Spec No.>

1. Contractor agrees to not distribute any construction photographs, images or video of this construction project to outside or third parties, except with any subcontractors, suppliers or others directly involved with the project.
2. Contractor agrees that written consent of Engineer must be obtained prior to distribution of photographs, images, or video to outside third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, magazine articles and other media available to the public.
3. Contractor agrees to exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the construction project.
4. Contractor agrees to destroy photos, negatives, electronic files, etc., when all claims are resolved or the time to file claims has passed.

Firm: _____

Name (Print): _____

By (Signature): _____

Title*: _____

Address: _____

Email: _____

Phone: _____

Date: _____

* Must be owner or officer of corporation

Cal/OSHA Form 300 (Rev. 7/2007) Appendix A
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29(b)(6)-(10)



Year 20
Department of Industrial Relations
Division of Occupational Safety and Health

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in CCR Title 8 Section 14300.8 through 14300.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (Cal/OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local Cal/OSHA office for help.

Establishment name
City State

Identify the person Describe the case Classify the case
(A) Case no. (B) Employee's name (C) Job title (e.g., Welder) (D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
Using these four categories, check ONLY the most serious result for each case:
Death Days away from work Remained at work
Remained at work sub-headers: Job transfer or restriction, Other recordable cases
Enter the number of days the injured or ill worker was: (K) (L)
Check the "Injury" column or choose one type of illness: (M)
Injury (1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Hearing loss (5) All other illnesses (6)

Page totals
Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury
(1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Hearing loss (5) All other illnesses (6)