

REQUEST FOR PROPOSAL (RFP)

for FMC734-26-01 Sobrante Water Treatment Plant Clarifiers Replacement

ADDENDA

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

CONTACT

Tracy Barrow, Construction & Maintenance Scheduler
(510) 287-0627
tracy.barrow@ebmud.com

RESPONSE DUE

May 26, 2026
at 2:00pm

SUBMIT ELECTRONICALLY TO*

Tracy Barrow, EBMUD
tracy.barrow@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for FMC734-26-01 Sobrante Water Treatment Plant Clarifiers Replacement

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe design, engineering, manufacturing, and installation of two (2) clarifier drive systems to replace existing clarifiers at Maloney Pumping Plant for Sobrante Water Treatment Plant.

The District strongly prefers a single responsible Manufacturer who will both furnish and install (or directly subcontract installation) and provide full system responsibility for performance, installation, and warranty. Proposals involving multiple parties must clearly define a single point of responsibility.

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

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing design and manufacturing of drive head/turtable assemblies of comparable size, type, and rating for at least ten (10) years and a minimum of ten (10) installations at equivalent applications. The Proposer's experience shall include a minimum of five (5) installations retrofitting their devices to other manufacturer's clarifier/thickener equipment. The Proposer shall provide a list of installations for verification by the Engineer. The list shall include:
 - 1) Location and owner
 - 2) Installation date
 - 3) Contract and phone number
 - 4) Application
 - 5) Model number
 - 6) Horsepower
- Proposer shall be an authorized manufacturer, dealer, or provider.
- Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

See Sections 01 14 00, 01 79 00, 01 35 24, 01 35 53, and 46 43 21 for more details under Appendix A. The Contractor shall provide a complete, fully integrated and operational clarifier drive system replacement package, including all engineering, fabrication, delivery, installation and startup services. Reference drawings, including the original manufacturer's clarifiers are under Appendix B.

Work shall include, but is not limited to:

- Removal and disposal of existing clarifier drive and turntable assemblies
- Design and furnishing of direct replacement drive compatible with existing 45-foot clarifiers.
- Structural, mechanical, and electrical modifications required for integration.
- Installation, alignment, and commissioning of new systems.
- Coordination with existing clarifier structures and interfaces, district staff, plant operations, Contra Costa county as needed for arranging, planning, performing the work.
- Restoration of any disturbed structures and/or components (platforms, rails, roofing, conduits, lighting, instrumentation, junction boxes, communication cables, sludge discharge piping, vault integrity, etc.)

1. Single-Source Responsibility (Preferred)

The system shall be provided as a complete package from one Manufacturer who is responsible for:

- System design and engineering
- Equipment fabrication and supply
- Installation (self-performed or managed subcontractor)
- Integration with existing equipment
- Testing, commissioning, and performance
- Warranty and post-installation support

2. Equipment Scope

Each Clarifier system shall include:

- Drive motor and coupling
- Primary and secondary gear reducers
- Turntable assembly
- Overload protection system (alarm and shutdown)
- Chain and sprockets
- Structural adapters (column and cage interface)
- Lubrication systems, piping, and valves
- Coatings suitable for corrosive outdoor environments
- Operating platforms, i.e. structural beams and grating, (excluding bridges)

3. Installation and Construction

- Remove existing equipment and prepare mounting surfaces
- Modify existing structures as required for fit and function
- Install, level, align, and secure new drive assemblies
- Reinstall and restore any structural components removed
- Perform all electrical and controls reconnection, testing, and integration
- Provide all consumables (lubricants, fasteners, spare parts, etc.)

4. Manufacturer Field Services

Manufacturer shall provide factory trained representatives to:

- Supervise installation and alignment
- Support inspection and commissioning
- Conduct startup and functional testing
- Provide operator and stakeholder training (classroom and field), as well as include operation and maintenance manuals (see section 01 79 00)
- Coordinate date/time of training with advanced notice
- Assist during warranty period (including troubleshooting)

5. Testing and commissioning (see section 46 43 21)

Contractor shall perform:

- Factory testing (FAT)
- Field functional testing (see section 46 43 21)
- Performance testing (including torque, speed, and noise)
- Continuous operation testing (minimum 3 day run)
- Operational startup test (7-day integrated system run)

6. Performance Requirements

Systems shall:

- Meet specified torque, speed, and overload criteria
- Operate reliably within space constraints of existing structures
- Withstand corrosive outdoor conditions
- Provide safe, maintainable access
- Meet specified noise limits

7. Other Project Requirements

- See Section 01 35 24 for more detail.
- All work shall comply with applicable provisions of Title 8, California Code of Regulations (Cal/OSHA), including, but not limited to requirements for Injury and Illness Prevention programs (§1509/§3203), fall protection (§1540–§1541), confined space entry (§1637), lockout/tagout (§3314), crane and rigging operations (§5006–§5022), electrical safety (§2320–§2989), and hazard communication (§5194).
- Proposers shall incorporate these requirements into a site-specific safety plan addressing, at a minimum, fall protection, lifting operations, electrical work, confined space entry, and coordination with ongoing plant operations. Proposers must coordinate with Water Treatment Plant staff and Security and comply with all site access and security requirements (see specifications in Appendix A for Section 01 35 53 - Security Procedures). Must provide

advanced notice of planned work or activities that may impact operations, See 01 14 00 for more detail.

- At all times maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
- Conduct cleaning and disposal operations to comply with local ordinances and anti pollution laws. Do not burn or bury rubbish and waste materials on project site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- Protect storm drains and surface waters from impacts of project activity.
- Store materials and wastes such as demolition material, soil, sand, asphalt, rubbish, paint, cement, concrete or washings thereof, oil or petroleum products, or earthen materials in a manner to prevent it from being washed by rainfall or runoff outside the construction limits.
- Reuse or dispose of excess material consistent with all applicable legal requirements and disposal facility permits.
- Clean up all spills and immediately notify the Engineer in the event of a spill.
- Equip stationary equipment such as motors, pumps, and generators with drip pans.
- Divert or otherwise control surface water and waters flowing from existing projects, structures, or surrounding areas from coming onto the work and staging areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas.
- Following completion of Work, remove ditches, dikes, or other ground alterations made by the Contractor. The ground surfaces shall be returned to their former condition, or as near as practicable, in the Engineer's opinion.
- Prevent visible dust emissions from leaving the work areas.
- Maintain construction equipment in good operating condition to reduce emissions.
- Handle, store, apply, and dispose of any chemical or hazardous material used in the performance of the Work in a manner consistent with all applicable federal, state, and local laws and regulations.

D. DELIVERABLES / REPORTS

1. See Sections in Appendix A for additional deliverables/reports
2. Construction & Installation Phase (see specification 01 14 00)
 - Installation plan and schedule including a lead demolition plan
 - Confined space permit
 - Fall protection plan
 - Manufacturer’s installation instructions
 - Inspection reports and field notes from manufacturer’s representative
 - Landfill receipts and weight tickets

II. CALENDAR OF EVENTS

| EVENT | DATE/LOCATION | |
|--|--------------------------------|---|
| RFP Issued | April 29, 2026 | |
| MANDATORY Site Walk*** | Monday, May 11, 2026 @ 9:30 am | at: Sobrante Water Treatment Plant 5500 Amend Rd, El Sobrante, CA 94803* * we will meet at Sobrante Water Treatment Plant first and then proceed to Maloney Pumping Plant located at 5211 La Honda Rd, El Sobrante, CA 94803 |
| Addendum to Announce Pre-Approved Equivalents (if necessary) | | |
| Response Due | May 26, 2026 by 2:00pm | |
| Anticipated Contract Start Date | | |

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. MANDATORY SITE WALK

Mandatory site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view a site, receive documents, etc. necessary to respond to this RFP.
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/Proposal conference.

*****In order to be eligible to Proposal on this RFP, a representative from the Proposer's company MUST attend the **May 11, 2026**, site walk or have attended those previously held on the following dates: January 13, 2026, January 21, 2026, or March 9, 2026. Proposer's representative shall sign in to confirm their attendance. If an RFP response is submitted by a company that was not in attendance at the May 11, 2026, meeting or those previously held, its RFP response WILL be rejected*****

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 may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional 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 procurement. 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.

The Evaluation Criteria are as follows:

| | Evaluation Criteria |
|-----------|--|
| A. | <p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success of, and risks associated with, the RFP response:</p> <ol style="list-style-type: none"> 1. System Design - A comparison will be made of the proposed clarifier drive systems. Additional credit will be given for features of the proposed design that offer enhanced compatibility with the existing clarifier center column and minimal modification to any component of the clarifier. |

| | |
|------------------|--|
| | <ol style="list-style-type: none"> 2. Life-Cycle Support - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed clarifier drive system. 3. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness, and technical expertise. |
| <p>B.</p> | <p>Cost: 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. Reasonableness (i.e., Does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?); 2. Realism (i.e., Is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. 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> |
| <p>C.</p> | <p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the District’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule.</p> |
| <p>D.</p> | <p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? 4. Does Manufacturer have experience performing the installation or are subcontractors used? |
| <p>E.</p> | <p>References (See Exhibit A – RFP Response Packet):</p> |

| | |
|------------------|---|
| | <p>If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p> |
| <p>F.</p> | <p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District’s time schedule and can meet it? |
| <p>G.</p> | <p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District’s time schedule? |
| <p>H.</p> | <p>Contract Equity Program: 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> |

c. PRICING

1. Prices quoted shall be firm for the first 12 months 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.

5. Prevailing Wages:

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.

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.

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.

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.

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.

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.

D. 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.

E. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded 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 five (5) years from the date of acceptance by the District.

F. 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.
2. Proposers shall outline a proposed invoicing schedule with project phases including: design, engineering, manufacturing/procurement, delivery (if applicable), installation/labor, and project closeout. Proposer may recommend alternative billing approaches (e.g. milestone based or percentage complete), but must clearly describe how invoicing aligns with project phases and deliverables.
3. The District will notify the General or Professional Service Provider of any invoice adjustments required.
4. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.

5. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

G. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$5000 per week will be assessed for not meeting District-specified performance requirements as prescribed in this RFP after February 28th, 2027. Exceptions due to conditions outside of Contractor's control can be discussed with the District.
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.

H. BONDS

1. The successful Proposer will be required to post and maintain a performance bond and Proposal bond) 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 E - Bond Forms**.

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: Trevor Fong, Associate Mechanical Engineer

EBMUD – Plant Engineering Services

E-Mail: trevor.fong@ebmud.com

PHONE: 510-287-0984

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Trevor Fong, Associate Mechanical Engineer

EBMUD – Plant Engineering Services

E-Mail: trevor.fong@ebmud.com

PHONE: 510-287-0984

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to **Tracy Barrow** at tracy.barrow@ebmud.com. 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 transfer of files through email. You may call at **(510) 287-0627** to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. 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.
4. 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.
5. 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.
6. 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, or F 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.



APPENDIX A

CLARIFIER SPECIFICATIONS/ SECTIONS



**SECTION 46 43 21
REPLACEMENT
CLARIFIER EQUIPMENT**

SECTION 46 43 21

REPLACEMENT CLARIFIER EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Provide all supervision, equipment, labor and materials as required to remove the existing drive head/turntable from the existing center column. Furnish and install direct replacement clarifier drives for the existing Rex Chainbelt H-130 drives on 45'-0" diameter Clarifiers. Each unit shall be fully engineered package including the drive motor and drive coupling, overload device & switches, chain & sprockets, gears, column & cage adapters, piping & valves, and accessories specified or otherwise required for a complete operational package.
2. Operating platforms without walkway bridges.
3. Equipment shall be assembled and installed by the Manufacturer or a factory certified Contractor. A Contractor that performs assembly and installation shall be fully approved and supported by the manufacturer's engineering group. Within this Section, Manufacturer and Contractor will be used interchangeably, but The Manufacturer bears all the responsibility.

B. Related sections:

1. Section 01 14 00 – Work Restrictions
2. Section 01 35 53 – Security Procedures
3. Section 01 79 00 – Demonstration and Training

1.2 REFERENCES

- A. AGMA 210.02-1965: Surface Durability (Ping) of Spur Gear Teeth.
- B. AGMA 220.02-1966: Rang the Strength of spur Gear Teeth
- C. AGMA 226.01-1970: Information Sheet -Geometry Factors for Determining the Strength of Spur, Helical, Herringbone and Bevel Gear Teeth.
- D. AGMA 240.01-1972: Gear Materials Manual
- E. AGMA 440.04-1971: Single and Double Reduction Cylindrical Worm and Helical Worm Speed Reducers or British Standard 721-1963

- F. AISC Specification: Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, dated November 1, 1978, with commentary.
- G. ASTM A36 -77a: Specification for Structural Steel
- H. ASTM A48-76: Specification for Gray Iron Casings
- I. AWS: Welding Code, Current Edition

1.3 SUBMITTALS:

- A. Submit the following prior to fabrication:
 - 1. Certified manufacturer's drawings showing:
 - a. Dimensional drawing of package
 - b. Drawing illustrating the required clearances for package installation and maintenance
 - 2. Catalog Data: Manufacturer's literature of all components, including drive motor and drive coupling, overload device & switches, chain & sprockets, gears, column & cage adapters, piping & valves, and accessories.
 - 3. Performance Summary including input & output RPM, resulting sludge scraper speed, overload device settings, and estimated free field noise level at 1 meter.
 - 4. Statement of guaranteed average sound level for package in dBA as measured from 3 feet from enclosure, A weighted.
 - 5. Complete Motor IEEE-841 Data Sheet for each motor. Information on the Motor Data Sheet shall include, at a minimum: type and frame number, rpm, service factor, motor efficiency, full load amperes, no load amperes, locked rotor current, insulation system designation, NEMA design letter, guaranteed noise level at 1 meter, weight in lbs.
 - a. Provide the following "typical" prototype performance test data for each motor specified:
 - 1) Speed-torque and speed-current curves at 80% and 100% nominal line voltage, from zero speed to synchronous speed
 - 2) Bearing and winding temperature rise tests at rated horsepower
 - 3) Amperes at SF, 100%, 75%, 50%, and 25% of full load; no-load amperes; and locked rotor amperes
 - 4) Efficiency at SF, 100%, 75%, 50%, and 25% of full load

- 5) Power factor at SF, 100%, 75%, 50%, and 25% of full load
- 6) Airborne sound power in dBA
- 7) Slip and full-load rpm
- 8) Equivalent circuit parameters (slip, I1, I2, R1, X1, R2/s, X2, and Xm at both full-load and locked rotor). Include the following additional data:
 - a) Total R, X, Z, and X/R ratio
 - b) AC time constant
 - c) DC time constant
 - d) Open circuit time constant
 - e) Subtransient reactance
 - f) R1T @ 25 deg C
- 9) Safe stall time (hot) / thermal limit curve, logarithmic inverse time vs. percent full load current curve.
- 10) Lateral critical speed analysis data
 - a) Rotor data
 - i) Rotor core location, rotor core length, ODE bearing and DE bearing location data
 - ii) Rotor core diameter, shaft end-to-end length, rotor core weight, and rotor assembly weight
 - iii) Rotor polar and transverse moment of inertia and shaft/rotor ASM balance grade
- 11) Bearing data
 - a) ODE bearing number and stiffness
 - b) DE bearing number and stiffness
- 12) Shaft data
 - a) Shaft drawing, material, density, and yield
 - b) Shaft tensile strength, Young's modulus, and shear modulus

- 13) Torsional analysis data
 - a) Shaft torsional stiffness
 - b) Effective diameter of shaft extension with keyway
 - b. Provide the following factory test reports for the actual motor provided (i.e., not typical or calculated data)
 - 1) IEEE 841 tests
 - 2) Winding resistance at 25 deg C
 - 3) No-load current, watts, frequency, and speed at rated voltage and frequency
 - 4) Locked rotor voltage, current, and frequency
 - 5) Bearing inspection pass/fail
 - 6) Vibration test pass/fail
 - 7) High-potential test
 - 8) Unfiltered vibration velocity in inches/second at no-load, with two readings perpendicular to each other in the radial plane at the DE and ODE bearings as follows (12 total unfiltered radial plane vibration readings):
 - a) Overall
 - b) 2x RPM
 - c) 2x line frequency
 - 9) Unfiltered axial vibration velocity at the ODE bearing
 - c. Sound test performed at no-load per ANSI S12.51 and NEMA MG 1
6. Weight of package assembly and individual components
 7. Coating information
 - a. Product data:
 - 1) Submit manufacturer's current specifications or technical information that proves compliance with the specified requirements.
 - b. Manufacturer's instructions:

- 1) Submit manufacturer's written instructions and recommendations for surface preparation, coating repair, application equipment, application of coating system, ventilation, and curing of coating system. Include minimum and maximum surface temperature, maximum time to recoat without special preparation of paint surface, special preparation of paint surface when maximum recoat time has been exceeded, and curing required prior to holiday detector test.
- c. Submit list of all coatings proposed for use.
- a) Identify each coating by brand name and manufacturer and identify which items will be painted with the coating.
8. Recommended shipping, off-loading and storage procedures
9. Factory Acceptance Test (FAT) procedures and results for all witnessed and unwitnessed tests as required in technical specifications.
- a. FAT test procedure submittal shall include:
- 1) Purpose and goals of the test
 - 2) Identification of each item of equipment/system, including system designation, location, tag number, control loop identifier, etc.
 - 3) Description of the pass/fail criteria that will be used
 - 4) Listing of pertinent reference documents (Contract Documents and industry standards or specifications applicable to the testing)
 - 5) Complete description, including drawings or photographs, of test stands and/or test apparatus
 - 6) Calibration records for the test equipment
 - 7) Detailed, step-by-step test procedures:
 - a) The level of detail shall be sufficient for any witness with a rudimentary technical aptitude to be able to follow the steps and develop confidence that the tests were being performed as planned.
 - 8) Sample data logs and data recording forms. Sample computations or analyses with the results in the same format as the final report to demonstrate how data collected will be used to generate final results.
 - 9) Detailed outline of the FAT report

- a) Prepare and submit test reports for all witnessed and un-witnessed FATs for approval by the Engineer prior to shipment of equipment to job site. Include a written record of the punch list items identified during witnessed FAT and sign-off that each item was addressed prior to shipment.
 10. Comprehensive Test and Startup Schedule.
 11. Equipment warranty certificate
 12. Written documentation from the Manufacturer certifying that any Contractor is a factory authorized distributor, with full engineering support for the drive furnished.
- B. Submit the following prior to delivery:
1. Operations and Maintenance (O&M) Manuals
 - a. O&M manuals must include O&Ms for each individual component, in addition to a comprehensive O&M for the entire unit.
 - b. As-built drawings
 - c. Spare parts list
 - d. Warranty Certificates
 - e. Installation instructions
 - f. Test procedures/results for all field tests
 - g. Certified factory test report
 2. Detailed lesson plans for the on-site training classes
 3. Resumé of the Manufacturer's representative(s)
 - a. The designated representative shall be regularly engaged in the testing of process control equipment devices, installations, and system integration for a minimum of five years, and shall have experience with electrical and process control equipment testing.
- C. Submit the following prior to Startup:
1. Prior to field testing, submit Calibration certificates for all instruments to be used during testing.
 2. Manufacturer's Certificate of Proper Installation
 3. Field test results

D. Test Reports:

1. Upon completion of testing for each equipment item or system, the Contractor shall submit word processed test reports and forms for review and acceptance within 10 calendar days of completed testing. Submit test results with signed statement by manufacturer's representative that results meet specification requirements and manufacturer standards; when a manufacturer's representative is not required to be present during testing, this signed statement shall be provided by the Contractor. Upon acceptance, all test reports (including all factory and field testing) shall be inserted by the Contractor into their respective O&M manuals.

E. Waste Manifest Forms per Section 02 83 13.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications: See "Proposer Qualifications" in Statement of Work.

B. Factory trained representative must have five (5) years of experience on the type and size of equipment specified.

1. Manufacturer's representatives shall be subject to acceptance by the Engineer. No substitute representatives will be allowed without prior written approval by the Engineer.

C. Shop Inspection:

1. The District reserves the right to witness the Manufacturer's fabrication process at the Manufacturer's facility in order to monitor compliance with the specifications.

2. Witness Notification

- a. The Contractor shall provide advanced written notification including the following information:
- b. Details of materials, parts or components to be inspected/tested;
- c. Name and location of shop to be visited;
- d. Shop's contact information;
- e. Approved submittal number; and,
- f. Proposed dates for those processes described for each shop location including start date, end date, duration, shop hours, and requested overtime.

- g. Visits will be scheduled based on Engineer's availability.

1.5 DEFINITIONS

- A. Definitions shall be as defined in the applicable codes and standards.

1.6 MANUFACTURER'S FIELD SERVICES

- A. Factory trained representative must be present on site for all items listed below and shall be coordinated by the Manufacturer. This requirement does not relieve Manufacturer of the obligation to place equipment in operation as specified.

1. A manufacturer's authorized representative shall perform all services when manufacturer's services are specified in this Section. The authorized representative shall be factory trained and experienced in the technical applications, installation, operation, and maintenance of the equipment, subsystem, or system. Additional qualifications may be specified elsewhere.
 2. Assistance during Inspection, Commissioning and Process Start-up. The manufacturer's representatives shall be regularly engaged and experienced in all aspects of commissioning and process start-up, equipment/systems of similar size, type, and capacity as this project.
 3. Provide copies of manufacturer's representatives' field notes and data on a daily basis to the Engineer.
 4. Provide technical instructions for commissioning and process start-up.
 5. Carefully review the additional testing requirements in the Contract Documents and coordinate with requirements specified in this Section.
 6. Installation: Supervise location of anchor bolts; setting, leveling, alignment, field erection; coordination of electrical and controls.
 7. Functional Testing: Calibrate, check alignment and perform a functional test.
 8. Field Performance Testing: Field performance test equipment specified.
 9. Vendor Training: Provide classroom and field operation and maintenance instruction including all materials, slides, videos, handouts and preparation to lead and teach classroom sessions.
- A. Manufacturer's representative shall be present at the site or classroom designated by the Engineer, for the minimum person-days listed, travel time excluded.

| | |
|-------------|---|
| Person-Days | Manufacturer's Service |
| 2 | Installation assistance and certification. |
| 2 | Field testing and startup |
| 2 | Training of District personnel (person-days listed is total training days): <ul style="list-style-type: none"> • See Section 01 79 00 for additional requirements. |

B. Field Service Support during Installation and Startup:

10. The clarifier drive Manufacturer shall furnish the services of a factory trained field representative fully knowledgeable of the system furnished. The Manufacturer's representative shall be present at the project site, and/or classroom designated by the Engineer, during installation of the unit and again at the time the unit is started and placed in service. The Manufacturer's representative shall advise the Contractor and the Engineer of the proper procedures unloading the equipment, for installing and aligning the unit, and shall advise the proper procedures for testing and starting the unit.

B. Training:

1. Provide training per Section 01 79 00 – Demonstration and Training.

C. Support during the Warranty Period:

1. The Contractor shall be responsible for assuring that the Manufacturer's representative available to assist the District with troubleshooting and optimization during the warranty period after the drives have been delivered. Contractor's support during this time shall include telephone support as well as onsite support (see Warranty and Service article hereinafter for additional requirements).

1.7 SERVICE CONDITIONS

- A. The equipment will be located in a corrosive environment, outdoors, above grade in a vault attached to the clarifier roof.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor responsible for installing the equipment will unload the equipment at the water treatment plant.
- B. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the District.

- C. All equipment shall be shipped with suitable transit protection (on skids or protective framework and packaging) and shall be outfitted with lifting lugs or other suitable means for unloading and/or erecting. Special handling instructions shall be included.
- D. Pack spare parts in containers bearing labels clearly designating contents and pieces of equipment for which intended.
- E. Finished surfaces that may be damaged during unloading and erection shall be protected by removable tape or a suitable alternate. The Manufacturer shall be responsible for all drive package damage which occurs up to the time that the drives are unloaded at the destination WTP.
- F. Drives shall be protected during on-site storage and during installation from damage, inclement weather and contamination with grease, oil, paint, coatings, water, and condensation as recommended by the Manufacturer. Motors shall be stored indoor in a clean dry place and protected from water condensation in accordance with NEMA MG-1. Motor heaters, if provided shall be electrically connected during the storage period to prevent accumulation of condensation.

1.9 WARRANTY AND SERVICE

- A. The drive equipment supplier shall also be a factory authorized warranty and repair center. Supplier's service center shall be in the United States of America.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The equipment and other ancillary components shall be fully compatible with the originally installed and previously provided equipment, including but not limited to the center column and center cage previously supplied by Rex Chainbelt. The Contractor is required to provide all necessary adapter steel to couple the new drive to the existing equipment. The supplied drive must be fully compatible with the existing equipment.

Drive assembly manufacturer shall provide drive, motor, turntable, controls and lining attachments regardless of manufacturer as a complete integrated package to ensure proper coordination, compatibility, and operation of the system.

The drive assembly must fit in the existing space and allow for the hatches to close without modification. Any modification is at the manufacturer's expense.

- B. Operation:

- 1. The drive package will be part of a clarifier system for the reclaim system downstream of the filter backwash system at a water treatment plant. The sludge is pumped to the clarifiers, which eventually gets discharged to sewer.

C. Maximum Dimensions:

1. The package shall fit the existing Rex Chainbelt clarifier columns and in the existing vault. OEM drawings are provided as reference drawings. The Contractor must verify all dimensions. The package shall be constructed to facilitate a minimum amount of disassembly and reassembly to clear the available opening.
2. The package shall operate correctly and reliably and shall provide easy maintenance access when installed within the space limitations shown on the drawings.

D. Complete Assembly:

1. The drives shall consist of a primary & secondary worm gear reducer, oil lubricated and self-lube type.
2. Each drive shall be provided as a fully packaged unit, consisting, as a minimum, of a drive motor and drive coupling, overload device & switches, chain & sprockets, gears, column & cage adapters, piping & valves, and accessories.
3. All drive assembly components shall be finished the manufacturer's standard coating to for outdoor environments and resist corrosion.

E. Welding:

1. Welding of fabricated steel components shall be in accordance with AWS D1.1.

2.2 PERFORMANCE CRITERIA

A. The drive package shall be designed for the following conditions:

| Table B Drive Performance | | |
|---|--------|---------------|
| PARAMETER | Unit | Value |
| Speed, Output | RPM | 78.4 |
| Speed of Scraper, Output | RPM | 0.071 |
| Overload Alarm (minimum/maximum)* | ft-lbs | 72,000/78,000 |
| Overload Cut-Off (minimum/maximum)* | ft-lbs | 84,000/91,000 |
| Power | - | 460v/3ph/60hz |
| Average free-field noise level, maximum @ 3 ft | dBA | 95 |

| Table B Drive Performance | | |
|---|------|-------|
| PARAMETER | Unit | Value |
| *Maximum limits from original equipment, to protect scraper structural steel. | | |

2.3 COMPONENT DESIGN

A. Clarifier Tank Drive Assembly

1. The drive head/turntable assembly shall have a minimum continuous operating torque rating of 60,000 lbs.
2. Design drive mechanism capable of withstanding a stalled torque of not less than 150% the rated continuous operating torque specified.
3. The turntable assembly base shall consist of an integral motor and primary speed reducer coupled through roller chain and sprockets to a secondary worm/worm gear reducer driving the main gear through a pinion and shall have an integral overload protection system.
4. The ball race shall contain chrome alloy steel balls which shall run in a four-point precision bearing integral to the internal spur gear. Alloy strip steel liners fitted into the turntable base shall not be accepted due to repeated failures on the existing Rex Chainbelt drives.
5. The turntable base shall be a heavy duty A36 steel fabricated construction. Cast iron housing shall not be acceptable due to repeated failures on the existing Rex Chainbelt drives.
6. The internal gear shall be Forged Alloy Steel with a nominal pitch diameter of 32 -inches.
7. The drive unit worm and worm sha shall be cast as an integral unit of cast iron ASTM A48 Class 40A.
8. Worm gearing shall be designed and rated to equal or exceed the specified continuous torque and life. The basis for rating shall be ANSI/AGMA 6034-A87 (March 1988) standards for durability rating and design of worm gear reducers.
9. The worm and worm gear shall operate in an oil bath. A sight gauge shall be for observation of the oil level. The pinion and pinion shaft of Alloy Steel. The pinion shaft shall be keyed to the worm gear, and the pinion shall mesh with and rotate the internal gear. The bearing supporting the worm, worm gear, and pinion shall be roller bearings and shall operate in an oil bath. The drive

unit shall be equipped with an electro-mechanical overload control device actuated by thrust from the worm sha. The pointer shall provide a visual reading of the relative main gear output torque on a 0 to 100 percent graduated scale. The 100 percent reading shall equal the 100 percent drive rating. The control device shall also activate a field adjustable alarm switch for warning of impending overload, a motor cutout switch for overload protection and a back-up safety motor cutout switch for back up overload protection.

The respective switches in the overload control device shall be factory calibrated and set to the following settings:

- a. Alarm: 120% of scale.
 - b. Motor cutout: 140% of scale.
10. Protect the entire mechanism from torque in excess of 130% of maximum continuous operating torque by a shear pin or other accepted device located in drive mechanism at a convenient location for easy replacement.
 11. The motors shall meet or exceed the requirements of IEEE 841 and be of the squirrel cage induction type, 460-volt, 3-phase, 60Hz, and designed to withstand full-voltage starting.
 - a. All motors shall have frame dimensions in accordance with the latest revised NEMA standards and the bearings shall be the ball type of which the thrust bearing shall provide for radial loading. All bearings shall be provided with seals to confine the lubricant and prevent the entrance of dirt and dust. Each motor shall be tight against weather, rain or water splash.
 - b. Each motor shall have sufficient horsepower to operate the rotating scraper mechanism continuously at full load.
 - c. The motors shall be premium efficiency NEMA Design B and provide normal starting torque
 - 1) Include thrust-bearing losses in the motor efficiency calculation.
 - d. Corrosion resistant cast iron construction with TEFC enclosure
 - e. Non-wearing, non-contacting, radial-axial labyrinth bearing isolator (INPRO/SEAL) on both ends for a horizontal motor
 - f. Non-wearing, non-contacting, radial-axial labyrinth bearing isolator (INPRO/SEAL) on the shaft extension end for a vertical motor
 - g. 1.15 service factor
 - h. Ground lug in conduit box

- i. Ground terminal on frame
 - j. Class F insulation with Class B (80 deg C) rise at 1.0 Service Factor for TEFC enclosures (Resistance Method)
 - k. Special (“refined”) balance – 0.08 inches/second peak maximum vibration
 - l. Special shaft run-out (“1/2 NEMA”) tolerance – 0.001 inches maximum
 - m. Oversized main conduit box
 - n. NEMA Design B
 - o. Non-witnessed IEEE 841 enhanced no-load test
 - p. AFBMA bearing numbers stamped on the motor nameplate
 - q. 50,000 hour bearing L-10 life
 - 1) The driven equipment supplier shall provide thrust loads to the motor supplier.
 - r. Warranty
 - 1) For Frame 447 and smaller: five years from date of installation
12. Provide insulation treatment of two cycles of vacuum pressure impregnation of 100% solid epoxy resins. Insulation treatment shall meet the NEMA definition for moisture-resistant winding per NEMA MG1-1.27.1
13. Provide 120 V single-phase space heaters for all three-phase motors.
14. Thermal protection
- B. Provide factory installed, embedded, bi-metallic temperature switches with leads terminating in the main conduit box or separate accessory conduit box, where specified herein. The switches shall have normally closed contacts. Provide three detectors for each motor, one switch per phase. These devices shall protect the motor against damage from overheating caused by single phasing, overload, high ambient temperature, abnormal voltage, locked rotor, frequent starts or ventilation failure.
- C. EQUIPMENT TAGS:
- 1. Provide equipment identification tags:
 - a. Unit 1: 236-SDS-MTR-001-CLA
 - b. Unit 2: 236-SDS-MTR-002-CLA

- c. Tag Colors: Tag lettering and background colors shall be white letters with brown background. Colors shall conform to the safety colors prescribed in ANSI Z535.1-1998, "Safety Color Code", unless otherwise specified.
- d. Tag Construction: Tags shall be constructed of two-ply laminated plastic. See supplement at the end of this Section.
 - 1) Hanging tags shall be 1" x2-1/2"x1/16" thick, minimum.
- e. Tag Attachment (unless otherwise noted):
 - 1) Hanging Tags: Tag fasteners shall be plastic coated, flexible, multi-stranded 18-8 stainless steel cable. Cable shall be 7x7 strand core 0.036" cable diameter minimum with 0.044" coating diameter. Nylon ties are not acceptable. Clamps shall be stainless steel crimped clamping sleeves. Lead clamps are not acceptable.
 - a) Acceptable cable products: McMaster-Carr 8930-T28 or equal as approved by the Engineer.
 - b) Acceptable clamping sleeve products: McMaster Carr 3755T11, or equal as approved by the Engineer.
 - 2) Acceptable Manufacturers and Products:
 - a) Seton, Custom Engraved Plastic Name Plates
 - b) Emedco, Custom-Worded Engraved Plates
 - c) Or equal as approved by the Engineer.

2.4 SPARE PARTS AND SPECIAL TOOLS

- A. Furnish the following securely packaged and labeled with component name and manufacturer's model and part number, per drive:

| <u>Item</u> | <u>Quantity</u> |
|-----------------------|-----------------|
| Shear pins | 3 |
| Oil seals | 1 set |
| Chain drive | 1 |
| Sprockets | 1 set |
| Gear box cover gasket | 1 |

2.5 FACTORY TESTING

- A. Prior to shipment, drive package shall be assembled in the shop and be operated for complete functional tests. Functional tests shall be consistent with the requirements of this Section for field functional testing and reporting.
- B. The drive/motor pair shall be tagged per this Section to ensure the drive/motor pair is consistent during testing and installation.
- C. Operate each drive for a minimum of 10 full cycles at normal operating speed to verify performance.
- D. At a minimum, record the following performance data:
 - 1. Input and Output speed (rpm)
 - 2. Alarm and cutoff torque (ft-lbs)
 - 3. Motor amperage and voltage at each motor lead
 - 4. Motor horsepower (computed from amps, volts, and motor characteristics)
- E. Recorded data shall be certified by a factory representative as to the accuracy of the information and compliance with the required performance requirements in this Section.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Notify the Engineer of the scheduled delivery date for the package five work days prior to the actual delivery. The Contractor and the Manufacturer's representative, in the presence of the Engineer, shall inspect the package within two days upon delivery to the job site. The package shall not be installed by the Contractor prior to inspection by Engineer but shall be uncrated by the Contractor and ready for

inspection. Defects found in the coatings shall be repaired by the Manufacturer prior to installation.

- B. The Contractor shall remove the existing drive head assembly and turntable assembly from the top of the center column. The Contractor shall remove section(s) of the access platform/handrail as required to remove the existing turntable assembly and drive head assembly. In addition, the existing clarifier is covered with roof (wood frame and sheathing), and it may be necessary to remove the parts of the roof for the installation of the equipment. If the roof is modified in any way, it must be restored to its original condition.
- C. The Manufacturer's representative shall provide written installation instructions and shall ensure that the package is installed in accordance with their written instructions and in accordance with the Manufacturer's drawings.
 - 1. The top portion of the center column shall be thoroughly cleaned and prepared in strict accordance with the manufacturer's factory trained service technician's recommendations.
 - 2. The existing mount area will likely need to be modified to facilitate installation of the new drive unit. The Contractor shall provide all labor and materials necessary to modify the existing mount area, if necessary, before installing the new drive.
 - 3. Contractor shall install level and plumb the new drive mechanism assembly in strict accordance with the manufacturer's factory trained service technician's recommendations.
 - 4. The Contractor shall furnish all leveling shims, gaskets, bolts, washers and nuts necessary to install the new equipment. All bolts, washers, nuts and all other hardware shall be Type 304 stainless steel.
 - 5. The Contractor shall install new platform beams/section(s) that were removed as part of this work, the same type/material that existed prior to the Work.
 - 6. The Contractor shall install new handrail section(s) that were removed as part of this work, the same type/material that existed prior to the Work. The Contractor shall make all necessary modifications to allow the handrails to be properly attached to the new turntable.
 - 7. The Contractor shall check the mechanical overload alarm for proper dial adjustment and for proper spring pack clearances.
 - 8. The Contractor shall rewire and test all electrical equipment including motor, controls, interlocks and overload alarm.
 - 9. A calibrated torque wrench shall be used to properly tension all fasteners as per the manufacturer's recommendations.

10. All lubrication system components shall be checked and cleaned prior to filling the unit with lubricants as recommended by the manufacturer's factory trained service technician. If any, the grease packing on all bearings shall be checked prior to startup. The Contractor shall supply all lubricants necessary for initial filling and greasing.
- D. The Contractor shall work with the drive Manufacturer's representative to inspect the entire installation of the drives, make any necessary final adjustments, and certify the equipment ready for startup and testing.
- E. The Manufacturer's representative shall complete the Manufacturer's Certificate of Proper Installation prior to starting the drives.
- F. Initial adjustments and startup of the package by the Contractor shall be done in the presence of the Engineer and supervised by the package Manufacturers' representative.

3.2 FIELD TESTING

- A. The Contractor shall provide services as specified herein, and coordinate with the manufacturer to provide the services of a factory trained representative to check installation and start-up. The factory representative shall have complete knowledge of proper installation, operation, and maintenance of equipment supplied.
- B. Representative shall inspect the final installation and supervise a start-up test of the equipment. The clarifiers tank drive mechanism shall be tested in the presence of the owner or his designated representative.
- C. Functional Tests:
 1. Functional tests shall not proceed until the Manufacturer's Certificate of Proper Installation has been received and approved by the District.
 2. Functional tests shall systematically verify the proper operation of all components and control features covered in this Section, including DCS signals.
 3. Simulate alarm conditions and verify proper operation of alarms and other control features at the required set points. Simulations shall be by means of direct element simulation whenever possible, or by other means when direct element simulation is not practical as determined by the District.
- D. Performance Tests:
 1. Each driver shall be tested individually and in association with the Clarifier System to verify conformance to the performance requirements.
 2. Operate drive unit continuously under normal operating conditions for 3 consecutive days. At the conclusion of the 3rd day of operation,

Contractor shall obtain manufacturer's certification that unit operated satisfactorily without excessive heat, vibration or noise.

3. Test the torque overload alarm and shutdown settings in accordance with the manufacturer's recommended testing procedures. At the conclusion of torque testing, Contractor shall obtain manufacturer's certification that torque overload alarms are set and operate properly.
4. Additionally, field performance testing shall include but not be limited to the following:
 - a. Sound: Sound levels will be measured for the running drivers. Sound level shall not exceed those listed in Table A. Field measurements of the sound pressure levels from the equipment specified under this section shall be performed in accordance with ANSI S1.13, Methods for the Measurement of Sound Pressure Levels.
 - b. Input and output speed: Input and output speed will be measured at the gear reducer and scraper. Speeds must be within the specified range in Table A.
5. Remove and replace equipment at no additional cost to the Owner with equipment that will meet all requirements specified and indicated if unable to demonstrate to the satisfaction of the Owner that the unit will perform the service specified.

E. Operational Startup Test

1. The Operational Startup Test shall not proceed until all of the following have been completed:
 - a. Successful completion of all functional tests specified in this Section
 - b. All other required tests have been completed and accepted by the Engineer. At the Engineer's discretion, selected performance tests may be conducted during the Operational Startup Test period.
 - c. Copies of all prior tests (factory, field functional, and performance tests) shall be available on-site.
2. The Operational Startup Test shall demonstrate satisfactory performance of all project system components for a period of seven (7) continuous days, (24 hours per day).
3. The Contractor shall coordinate with District staff to startup the facility equipment and systems. The District will conduct the test with support of the Contractor, Subcontractors and Vendor Representatives as required by the Engineer to demonstrate to the Engineer's satisfaction that all equipment and systems required by these specifications operate together as intended.

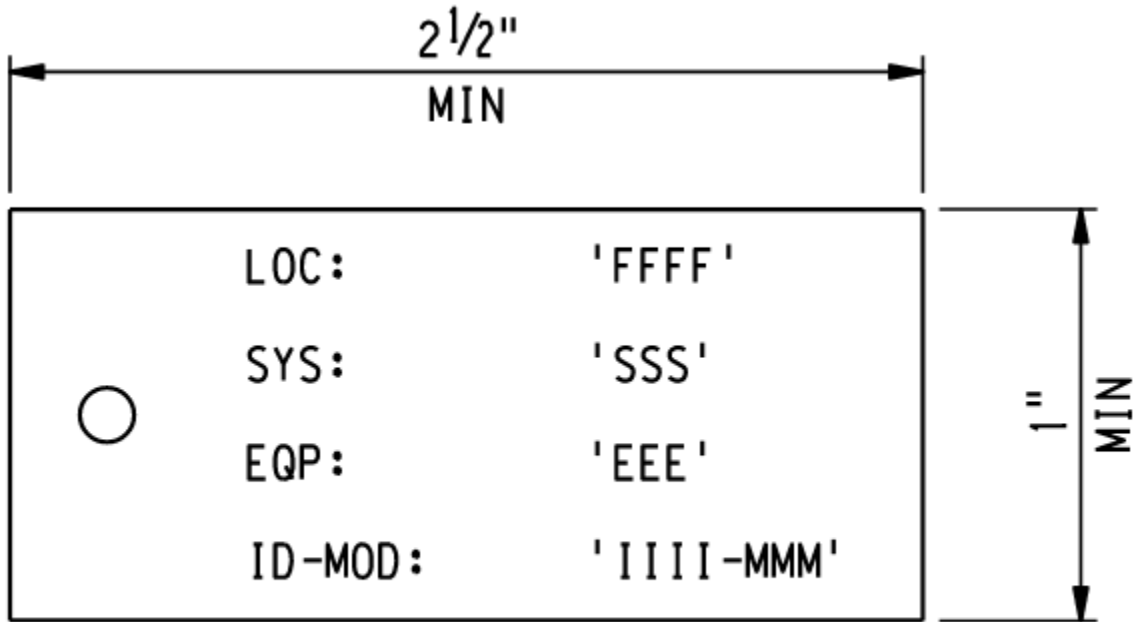
4. The Contractor shall provide qualified personnel to support startup and testing, and appropriate construction trade personnel to correct malfunctions and deficiencies at any time during the Operational Startup Test. Only District personnel shall operate the equipment and systems.
5. The District will provide Contractor-trained operating personnel for the duration of the Operational Startup Test. The District's operating personnel shall be assisted by the Contractor and/or the manufacturer's representatives to assure each system is being operated as intended and as specified in the contract documents.
6. The District will determine facility operating parameters such as plant flow rates, chemical dosages, and which systems or equipment will be operated at any given time. All systems and equipment will be operated within their normal operating ranges.
7. All defects in operation, materials, or workmanship that appear during the Operational Startup Test shall be immediately corrected by the Contractor. In case of a system interruption, the Contractor shall repeat the Operational Startup Test of the affected systems and any other system directly related to the operation of the affected system. The Operational Startup Test shall not be accepted as complete until all systems have successfully operated together to the satisfaction of the District. All costs for corrective work and retesting shall be borne by the Contractor.
8. System interruptions include the following:
 - a. Malfunction or deficiency that results in a shut down or partial shutdown of any system
 - b. Malfunction or deficiency in any backup system that cannot be corrected by the Contractor within 4 hours after notification of the problem
 - c. Malfunction or deficiency that results in system or equipment performance that is less than specified
9. Maintain the qualified staff or vendor representatives (either onsite or on-call) to be able to respond immediately (24-hours per day) to system or equipment related questions and to correct deficiencies. The Contractor shall provide a list of qualified staff or vendor representatives to perform troubleshooting services during the Operational Startup period. On-call staff shall report to the site within 2 hours of being informed of a deficiency.
10. The Engineer will maintain a log of equipment or system deficiencies along with the date and time when the Contractor was notified of the deficiency and the date and time when the Contractor notifies the Engineer that the deficiency has been corrected. All corrected deficiencies shall be inspected and approved by the Engineer.

11. Maintain a log of equipment or system deficiencies along with a description of the required repairs necessary to correct the problem. Furnish up-to-date copies of this log to the Engineer upon request.
12. If the Operational Startup Test is interrupted through no fault of the Contractor, the test may resume at the earliest mutually agreeable time at no additional cost to the District.
 - a. Following a successful Operational Startup Test and after all Ready for Service (RFS) milestone requirements are met, the Engineer will declare RFS for the specific activity or milestone.
 - 1) “Ready for service” means all System Functional Testing and Operational Startup testing has been completed to the satisfaction of the Engineer; marked-up as-built and record drawings have been submitted; final printed operation and maintenance manuals and final asset lists have been reviewed and accepted by the Engineer; and the facilities are capable of being operated.

3.3 SUPPLEMENTS

- A. The following supplements follow END OF SECTION are a part of this section:
 1. Equipment Tag Detail
 2. IEEE-841 Data Sheet for AC Squirrel Cage Induction Motors.
 3. Low Voltage Motors Storage Form.
- B. During the submittal process, the motor and driven equipment vendors shall complete all data fields in the IEEE-841 Data Sheet for AC Squirrel Cage Induction Motors. Complete individual forms for each type of motor on the project.
- C. The Contractor shall use the Low-Voltage Motors Storage Form to document proper storage for each motor on the project during prior to initial energization. Complete individual forms for each motor on the project.

END OF SECTION



HANGING TAG

'FFFF' = FACILITY NUMBER OR STATION NUMBER FOR RAW WATER AQUEDUCTS (SEE APPLICABLE P&ID)

'SSS' = SYSTEM CODE

'EEE' = EQUIPMENT CODE

'IIII-MMM' = EQUIPMENT ID NUMBER AND OPTIONAL MODIFIER (SEE APPLICABLE P&ID)

IEEE-841 Data Sheet for AC Squirrel Cage Induction Motors [370 kW(500 hp) and below]

Client: EBMUD
 Project Title: Specification XXXX
 Location:
 Unit:

Engineering Org:
 Location:
 Contract No.:
 Specifier Name:

Spec. No.:
 Date:
 Equip No.:
 Tele. No.:
 P.O. No.:

| | | | |
|---|--|--|---|
| Data Provided by: _____ | <input type="checkbox"/> Buyer with Request for Quotes | <input type="checkbox"/> Seller with Proposal | <input type="checkbox"/> Seller After Order |
| Site Conditions: <input type="checkbox"/> Altitude: _____ m <input type="checkbox"/> Ambient Temp.: Max _____ °C <input type="checkbox"/> Min _____ °C <input type="checkbox"/> Area Class _____ Div _____ Group _____ <input type="checkbox"/> Nonhazardous <input type="checkbox"/> Auto Ignition Temp _____ °C | | Data Supplied by Manufacturer: • Frame Size: _____ • Full Load Speed: _____ rpm • Full Load Current: _____ ◇ Locked Rotor Current @ Full Voltage: _____ ◇ Locked Rotor Current @ 90% Voltage: _____ • Allowable Stall Time @ Full Voltage: _____ • Allowable Stall Time @ 90% Voltage: _____ • Sound Power Level (No Load): 90 dBA (max.) _____ • Insulation System: Class F Minimum: _____ Random/Form Wound: _____ • Temperature Rise at Rated Load: _____ °C Max. • Service Factor: (see note below) _____ • Motor Terminal Leads: _____ | |
| Data Supplied by User: <input type="checkbox"/> Power: _____ kW _____ hp <input type="checkbox"/> Synchronous Speed: _____ <input type="checkbox"/> Voltage: _____ <input type="checkbox"/> Phase: 3 <input type="checkbox"/> Frequency: 60 Hz <input type="checkbox"/> Insul. System: Random/Form Wound (see note below) <input type="checkbox"/> Enclosure: TEFC TENV <input type="checkbox"/> Coupled Drive: Direct/Belt <input type="checkbox"/> Mounting Position: Horizontal/Vertical <input type="checkbox"/> Shaft Up or Down (Vertical Mtg. Only) _____ <input type="checkbox"/> Service Factor: (see note below) _____ <input type="checkbox"/> Motor Thrust Loads: _____ <input type="checkbox"/> Special Load Conditions: _____ <input type="checkbox"/> Space Heaters: _____ <input type="checkbox"/> Space Heater Maximum Surface Temperature: _____ °C <input type="checkbox"/> Space Heater Leads Location: _____ <input type="checkbox"/> Rotation Direction: _____ <input type="checkbox"/> Starting Method: _____ <input type="checkbox"/> Main Terminal Box Location: _____ _____ <input type="checkbox"/> Other Data: (Bearing type, lubrication method, motor mounting information, unusual service conditions, etc.) _____ _____ | | Bearing Information: • Type: _____ • Lubrication Method: _____ ◇ Recommended Lubricant: _____ • Temp. Rise @ Full Load: _____ ◇ Manufacturer & Number: _____ ODE _____ DE _____ • Motor Guaranteed Min. Eff. @ Full Load: _____ • Terminal Box(es) Materials of Construction: _____ _____ • Fan Material: _____ • Space Heater Term. Box Location: _____ • Space Heater Max. Sheath Temperature: _____ • Other Data: _____ | |
| NOTES: 1) Motor should be applied within its rating based on service factor of 1.0. 2) Motor insulation system: - Random wound 600 V class for kW (hp) < 190 (250) - Random/form wound 600 V class for kW (hp) >150 (200) - Form wound 2300 V and 4000 V | | Shop Inspection & Tests: <input type="checkbox"/> Shop Inspection Required: (Yes/No) _____ <input type="checkbox"/> Final Tests Witnessed by Customer: (Yes/No) _____ <input type="checkbox"/> Other Special Tests: _____ _____ _____ | |

| <u>I. Storage Length of Time:</u> | | <u>Yes</u> <u>No</u> <u>NA</u> | Recommendations: | <u>Yes</u> <u>No</u> <u>NA</u> |
|--|--|--------------------------------|--|--|
| a) Out of Service or in Storage Less than Once Month | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | Store motors indoors in clean, dry location with space heaters energized to preclude moisture buildup upon delivery. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| b) Out of Service or in Storage More than One Month but less than Six Months | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | Store per Section II. Requirements and III. Monthly Maintenance | |
| c) Out of Service or in Storage for Six Months or More | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | Store per Section II Requirements, III. Monthly Maintenance and IV. Insulation Resistance Testing | |

| <u>II. Requirements:</u> | | <u>Yes</u> <u>No</u> <u>NA</u> | Comments: |
|---|--|--------------------------------|-----------|
| 1. Storage | | | |
| Motors should be stored indoors in a clean, dry area. If not possible, motors must be covered with a canvas tarpaulin. Cover should extend to the ground but should not tightly wrap the motor allowing captive air space to breathe, minimizing formation of condensation. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| Protect the motor from flooding or from harmful chemical vapors. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| Storage area free from ambient vibration. A unit which must be stored in areas with high ambient vibration must have the shaft locked to prevent any movement. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| Precautions taken to prevent rodents, snakes, birds or other small animals from nesting inside the motors. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| Inspect the rust preventative coating on all external machined surfaces, including shaft extensions. If necessary, recoat the surfaces with a rust preventative material, such as Rust Veto No. 342 by E.F. Houghton Co. or equal as approved by the Engineer. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |
| Energize motor space heaters or some form of heating must be utilized to prevent condensation. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | |

| 2. Bearings | <u>Yes</u> <u>No</u> <u>NA</u> | Comments: |
|---|--|-----------|
| Grease-lubricated cavities must be completely filled with lubricant during storage. Remove the drain plug and fill cavity with grease until grease begins to purge from the drain opening. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| Oil-lubricated motors are shipped without oil and must be filled to the maximum capacity as indicated on the oil chamber sight gauge window immediately upon receipt. Fill reservoir to maximum level with a properly selected oil containing rust and corrosion inhibitors. Drain oil before moving to prevent sloshing and possible damage, then refill when at new location. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| Apply new thread sealant, Gasoila No. SS08 or equal, to the treads of the drain plug and inside the drain hole each time oil is drained and refilled. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |

| III. Monthly Maintenance: | <u>Monthly Checks</u> | Comments: |
|---|---|-----------|
| Oil should be inspected monthly for evidence of moisture or oxidation. Replace oil whenever contamination is noted or every 12 months, whichever occurs first. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| Grease-lubricated bearings should be inspected monthly for moisture and oxidation by purging a small quantity of grease through the drain. If any contamination is present, the grease must be completely removed and replaced. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| Rotate shaft monthly to insure the maintenance of a coating lubricant film on the bearing races and journals. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |

IV. Insulation Resistance Testing Prior to Removal from Storage:

Disconnect external accessories that have leads connected to the winding and connect them to a common ground.

Using a megohmmeter, with winding at ambient temperature, apply 500VDC for 60 seconds and take reading.

Reading: _____

Correct reading to a 40 degrees Celsius base temperature by:

$$R_{40C} = K_t \times R_t$$

R_{40C} = insulation resistance (in megohms)

R_t = measured insulation resistance (in megohms)

K_t = temp coefficient (from Figure 1 or using formula $K_t = 0.5^{(40-T)/10}$)

T = winding temperature

Minimum acceptable insulation resistance is 5 megohms.

Perform a polarization index (PI) test by taking the ratio of a 10 minute reading to the one minute reading. Minimum acceptable PI is 2.0. If the one minute insulation resistance reading corrected to 40 deg C is above 5,000 megohms, disregard the PI reading.

V. Participants/Witness

Test conducted:

By (signature): _____ Date: _____

Title: _____ Company Name: _____

EBMUD Witness:

By (signature): _____ Date: _____

Title: _____

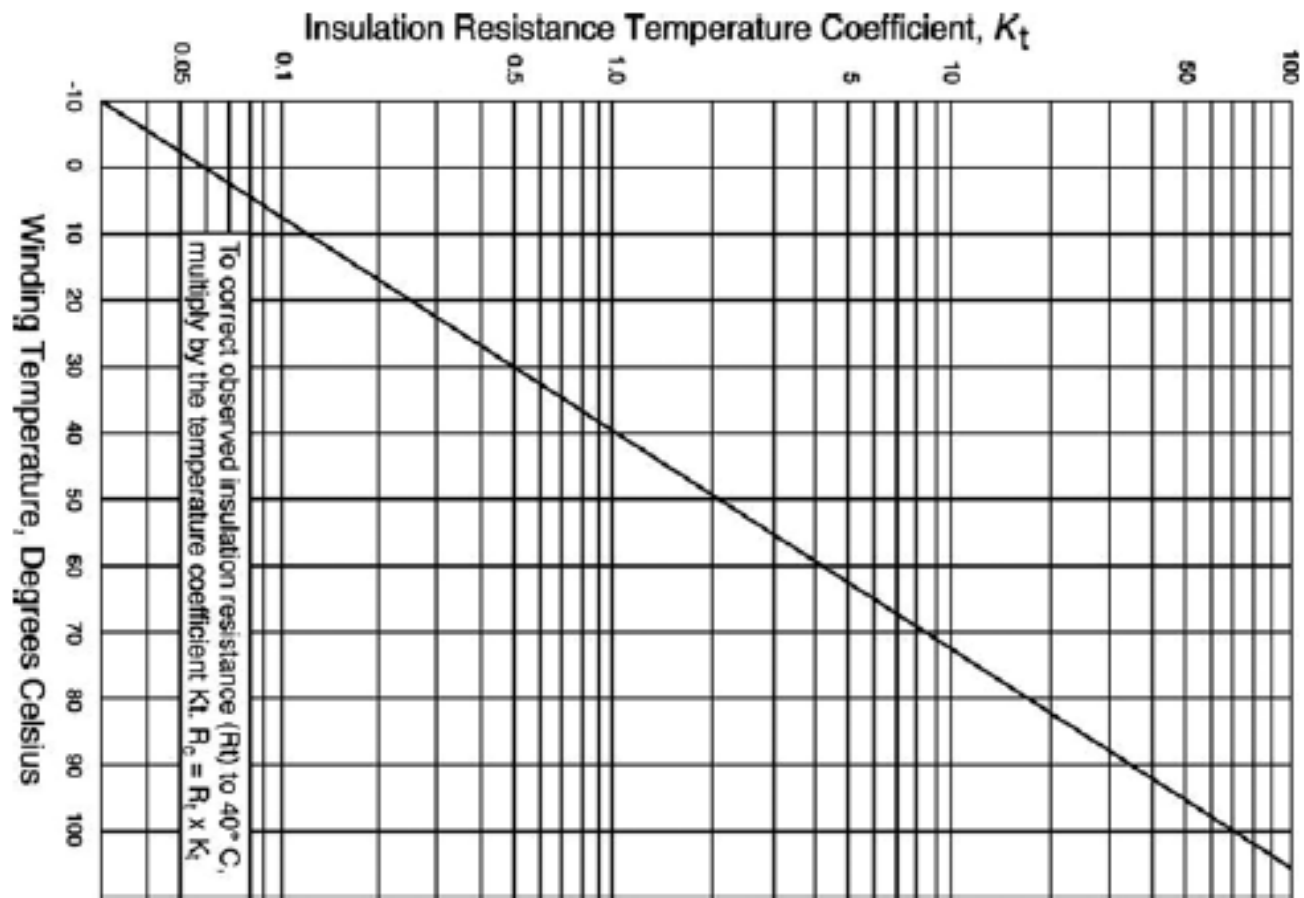


FIGURE 1



**SECTION 01 14 00
WORK RESTRICTIONS**

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. Related sections:
 - 1. Section 01 35 53 – Security Procedures
 - 2. Section 46 43 21 – Circular Clarifier Equipment

1.2 SUBMITTALS

- A. Certification that all requirements of agencies having jurisdiction over the Work have been satisfied.
- B. An outage plan four weeks in advance of planned construction activities.
- C. A pre-construction coordination meeting two weeks in advance of planned construction activities.

1.3 WORK PERIOD

- A. Before construction activities can begin, a pre-construction coordination meeting must be scheduled a minimum of two weeks in advance. This will allow the plant to initiate an outage (dewater and LOTO).
- B. The plant is generally in outage from December through February. Construction activities are to be completed during this time. Staging and other activities not affecting plant operation can occur outside of these months (e.g. mobilization).
- C. 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 the exception of required outages.
- D. 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. Notify the Engineer no less than 96 hours prior to beginning scheduled work at night or on a Saturday, Sunday or District holidays.

E. 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)
Farmworkers Day
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day
Labor Day (1st Monday in September)
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.

F. Truck operations shall be limited to the following.

1. Soil and demolition off-haul trucks and heavy equipment delivery shall be limited to the daytime hours 8:00 a.m. to 4:00 p.m., Monday through Friday. No driving, queuing, idling or parking on local roadways outside of designated construction hours is permitted.
2. Contractor shall provide any necessary truck curb ramps, or trench plates for protection of utility boxes in areas needed to accommodate trucks and oversized loads required for the projects.
3. All traffic controls for this project shall be installed by the Contractor in accordance with the latest edition of the California Manual on the Uniform Traffic Control Devices (MUTCD), the contract documents, the approved Traffic Control Plans (TCPs) to be developed by the Contractor, and all other supporting or referenced standards, documents or manuals.

4. Contractor shall obtain any necessary road encroachment permits prior to construction and shall comply with conditions of approval attached to project implementation.
5. Contractor shall develop individual TCPs for each numbered item below Other TCPs may be required to be prepared and submitted by the Contractor at the written request of the Engineer.
 - a. On-Site and Off-Site Traffic Control Plans. On-site and off-site traffic control plans shall be developed by the Contractor showing general traffic controls, safety measures, and signage used both on-site and off-site.
 - b. Large Equipment and Crane Delivery and Crane Removal Traffic Control Plan. A traffic control plan shall be developed by the Contractor showing any new or modified traffic control measures on any City of Oakland roadway that would be necessary for delivery of large equipment and tower cranes or removal of tower cranes.
 - c. Alternating One-Way Traffic Control Plan. A traffic control plan shall be developed by the Contractor showing management of alternating one-way traffic in the event that an unavoidable oversized load must be delivered.
 - d. Compensation for traffic control is incidental to the Work. The cost of developing TCPs and furnishing all traffic controls, including flaggers, to provide for the safe passage of public traffic through the traffic-controlled work zone shall be considered included in other items of work and no additional compensation will be made.
 - e. Contractor shall be responsible for monitoring construction vehicle movements and the enforcement of standard construction specifications through periodic onsite inspections.
 - f. The following references from the California Vehicle Code are related requirements:
 - 1) Section 112 – Amber
 - 2) Section 165 – Authorized Emergency Vehicle
 - 3) Section 291 – Department of Transportation
 - 4) Section 385 – Local Authorities
 - 5) Section 21351.3 – Use of Metric System Designations
 - 6) Section 21363 – Detour Signs
 - 7) Section 21367 – Traffic Control: Highway Construction

8) Section 21466.5 – Light Impairing Driver’s Vision

9) Section 22362 – Speed Limit Where Persons at Work

1.4 COOPERATION WITH OTHER WORK FORCES

- A. Other contractors, other utilities and public agencies or their contractors, other District contractors, and District personnel may be working in the vicinity during the project construction period.
- B. Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of Work and no separate payment will be made therefor.

1.5 MAINTENANCE OF FACILITY OPERATION

- A. The Contractor will be performing Work at or near operating telecommunications, water storage, water treatment, and water distribution sites. Under these conditions, extra precautions will be necessary to ensure that no damage occurs to those treatment or 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. The site must be cleaned and restored to the original site condition before the work started, with the exception of the work performed.
- B. Should the Contractor not remove rubbish or debris or not clean buildings and site as specified above, the District reserves the right to have the cleaning done at the expense of the Contractor.

1.6 CONSTRUCTION NOISE

- A. Work shall be performed in accordance with local noise ordinances of Contra Costa County sound control and noise level regulations, as applicable. See Contra Costa County websites for sound control and noise level regulations.
- B. The following schedule summarizes the noise level criteria for the work at Sobrante WTPs. All values are in units of dBA.

| | L_{eq} | L_{max} | 1 min | 5 min | 15 min | 30 min |
|--|-----------------------|------------------------|--------------|--------------|---------------|---------------|
| Construction During Weekdays | 65 | 70 | 65 | 60 | 57 | 56 |
| Construction During Weeknights | | 65 | 60 | 59 | 58 | 57 |
| Construction on Saturdays and Holidays at all times. | 57 | | | | | |

Notes:

1. Equivalent Sound Level (Leq) – The average sound level during any one-hour period.
 2. Maximum Level (Lmax) – The maximum level measured during any one-hour period. This is also equivalent to the “0 minute” level.
 3. 1 minute, 5 minute, etc. – This is the level exceeded for that portion of time during the one-hour period. A loud event that is infrequent and short in duration (such as a helicopter flying overhead) can be lost in a one-hour Leq measurement, but would be noticeable in the 1 minute or 5 minute noise level.
- C. Noise-generating activities greater than 90 dBA (impact construction such as concrete breaking, concrete crushing, tree grinding, etc.) shall be limited to the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.
- D. 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.

1.7 SCHEDULING CONSTRAINTS

- A. Exceptions to the work hour constraints in Article 1.3 – Work Hours may be made upon application to the Engineer, if required, for work outages discussed in Article 1.9 – Shutdowns.
- B. All Work shall be in accordance with local ordinances.

1.8 OUTSIDE AGENCY PERMITS

- A. The Contractor shall comply with all requirements of any permits and be responsible for all associated costs.
- B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.
- C. Neither a building permit nor an electrical permit is required.

1.9 WORK DURING PG&E PUBLIC SAFETY POWER SHUTOFF (PSPS) EVENTS

- A. PG&E may implement a public safety power shutoff (PSPS) due to excessively dry or windy conditions which will turn off temporary or permanent PG&E power.
- B. Request(s) for extension of Contract Time resulting from PSPS events will be considered Weather Conditions Unfavorable for Prosecution of Work per General Conditions Article 8.5.
- C. Information on PSPS events can be found on the PG&E website here:
<https://pgealerts.alerts.pge.com/updates/>

1.10 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.weather.gov/wrh/CAFW>

1.11 FACILITY OUTAGE PLAN

- A. Modifications of the clarifiers will require an plant outage. The Contractor shall submit a detailed outage plan and time schedule for each outage for all construction activities that will make it necessary to remove and install equipment, electrical circuits, or any other system from service.
- B. An "outage" is defined as the period of time when any equipment in the identified facility are not available for service due to activities related to the clarifier drive work.
- C. The outage plan shall be submitted for the Engineer's review and acceptance four weeks in advance of planned construction activities. A Safe Work Permit (SWP form), shall accompany the outage plan. The outage plan shall describe the length of time required to complete said operation; lockout procedures for all affected equipment and systems; and the manpower and equipment which the Contractor shall provide in order to ensure proper operation of associated equipment. In addition, the outage plan shall

describe the Contractor's contingency plan that shall be initiated in the event that the time constraints described in the approved SWP cannot be met. The contingency plan shall conform to all specified outage constraints. All costs for preparing and implementing the outage plan, including performing the Work outside of normal work hours, and other contingency actions, shall be incurred by the Contractor at no additional cost to the District.

END OF SECTION



SECTION 01 35 24
PROJECT SAFETY REQUIREMENTS

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. Site Activities
 - 1. Complete a Safe Work Permit prior to starting work at a Treatment Plant or when work requires coordination or may disrupt Treatment Plant Operations. The permit communicates work to be performed, the areas of work, and potential hazards of the work.
 - 2. Complete a Hot Work Permit prior to starting any work which generates extreme heat, or use of flame or spark producing equipment, procedures or operations. Activities which require a Hot Work Permit include but are not limited to: Electric or gas welding, cutting or brazing, wire or grinding wheel use.
 - 3. 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.
 - 4. During construction and/or demolition procedures, the Contractor shall protect against contamination of soils, water, adjacent buildings and properties, and the airborne release of hazardous materials and dusts.
 - 5. Physically delineate and assign work areas and restrict access by unauthorized persons during the course of work.

6. Safe access shall be provided for construction inspectors and other authorized District employees in order to inspect or review Work in progress.

1.2 COMMUNICATION OF KNOWN SITE HAZARDS

A. Permit Required Confined Spaces

1. The Sludge Clarifiers are designated as Permit-Required Confined Spaces due to the following potential hazards known to the District:
 - a. Engulfment (Water, Sludge)
 - b. Mechanical (rotating and moving equipment)
 - c. Atmospheric (limited ventilation)

B. Fall Hazards

1. The roof of the sludge clarifiers does not have guardrails and has unprotected edges which may expose workers to falls of 4 feet or greater.
2. Access to the clarifier drives will require opening of hatches and/or removal of fall protection netting, which may expose workers to falls hazards into the clarifier.

C. Lead Hazards

1. Metals analysis of paints have identified lead (Pb) at levels up to 13,000ppm (1.3% by wt) on components of the clarifier equipment. All coatings and paints shall be treated as lead based. Sampling results are provided.

1.3 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.

PART 2 - SUBMITTALS

2.1 REQUIRED SUBMITTALS

- A. Submit an Injury & Illness Prevention Plan (IIPP) in accordance with Title 8 of the California Code of Regulations, Section 3203.
- B. Submit a Project Health & Safety Plan for the Work to be performed prior to start of work, in accordance with Part 3.
- C. Submit a safety plan for the arrival of the crane to review adjacent assets and structures prior to crane arrival. Additionally, tonnage, and placement of outriggers on property are to be reviewed.

D.

PART 3 - PROJECT HEALTH & SAFETY PLAN

3.1 PLAN REQUIREMENTS

- A. Shall implement applicable Title 8, California Code of Regulations for the work performed.
- B. The name of individual(s) & contact information who are designated as:
 - 1. Project Health & Safety Representative
 - 2. Competent/Qualified Persons, as appropriate, for:
 - a. Fall arrest systems and equipment
 - b. Fall prevention: guardrail, delineators, holes & openings guards, etc.
 - c. Ladder use and inspection
 - d. Crane operations
 - e. Scaffold erecting and inspection
 - f. Structural safety and demolition plans
 - g. Confined space supervisor
- C. Emergency Response 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.
- D. Fall Protection procedures that address protective measures for fall and elevation hazards including but not limited to: Ladders; Scaffolds; Manlifts; Floor holes, and other openings at walking surface level, including open pits and vaults; Prevention of material or tools that may be dropped or dislocated and fall from a higher elevation
- E. Confined Space Operating Procedures, including confined space operating and rescue procedures that shall conform to the applicable provisions of Sections 5156 through 5158, Title 8, California Code of Regulations.
- F. Submit a Demolition and/or Equipment Removal Plan for the scope of work and for additional work required.

1. The plan shall address specific safety measures, including PPE and engineering controls for work occurring at heights greater than 6 feet.
2. Procedures shall conform to applicable provisions of Sections 1669 through 1671.2, Title 8, California Code of Regulations.
3. The plan/procedures shall address rescue of workers who may fall.

G. Lead Compliance Plan in accordance with Title 8 CCR Section 1532.1(e).

1. The plan shall include a listing of tasks that will be performed on lead containing materials, and their trigger task classification (1, 2, 3, and Not Listed) as defined by Title 8 CCR Section 1532.1, the work practices and protection measures, and containment/barriers that will be used.
2. This project involves handling equipment with lead coating. Properly remove and dispose of all lead-containing material as part of the demolition and disposal work.
 - a. Before demolition activities, submit a lead Demolition Plan: Lead-containing coating handling, engineering control, removal, and disposal procedures
 - b. During demolition procedures, the Contractor shall protect against contamination of soils, water, adjacent buildings and properties, and the airborne release of hazardous materials and dusts. The costs associated with the implementation of controls will be incurred by the Contractor.
 - c. Provide labeling in accordance with U.S. EPA requirements. Provide the required signs, labels, warnings, or posted instructions for containers used to transport contaminated material to the landfill.
 - d. Upon completion of on site work, Contractor shall provide receipt and weight tickets from the landfill operator acknowledging the Contractor's delivery of wastes and including dates of delivery, waste container types, quantities, tared weight of waste delivered, and all appropriate signatures.
3. Cal/OSHA Lead Work Pre-Job Notification, if required.

H. Lock-Out Tag-Out (LOTO) Program, which includes the Contractor's procedures for control of hazardous energy sources.

1. The Contractor and subcontractors shall share and coordinate LOTO plans and determine how such plans are implemented on District equipment, process, or machinery to be isolated.
2. The distinction between LOTO (to be performed by the Contractor) and operational shut-down (to be performed by the District) shall be made.

I. Electrical Safety Plan

1. Submit a detailed electrical safety plan that is in accordance with NFPA 70E Article 110 as appropriate for the anticipated electrical work to be conducted as part of this project.

J. Crane Safety Plan

1. Crane operations and usage shall comply with all applicable provisions of Title 8 CCR §1610-1618.4, §4884-5049.
2. Crane operator shall have a valid National Commission for the Certification of Crane Operators (NCCCO) Crane Operator's Certification.

PART 4 - HAZARD CONTROL REQUIREMENTS

4.1 GENERAL REQUIREMENTS

A. District Stop-Work Authority

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 these contract safety requirements and applicable permits and checklists identified herein and at the end of this section for project safety controls.

C. Demolition/Equipment Removal

1. Limit access to demolition areas.
2. Ensure structural demolition adheres to demolition plan.
3. Ensure access and work on structures planned for demolition or in progress of demolition are evaluated by a qualified person for safety.

D. Crane Operations

1. Loads and equipment shall not be placed on the clarifier roof.
2. The path of travel for all crane lifts shall be:
 - a. Approved by the Engineer.
 - b. Delineated with barriers or caution tape, or have access restricted by an onsite safety monitor to ensure no workers will be under loads.

E. Confined Space Procedures

1. Evaluate each confined space and post the classification.

2. Ensure hazardous energy is controlled and isolated (LOTO).
3. Confined spaces designated (classified) as PERMIT REQUIRED shall be supported by a rescue team.
4. Ventilation shall be used to ensure adequate airflow in the space whenever entry must be made.
5. Documentation shall be maintained for the duration of the contract.

F. Fall Protection:

1. On site activities shall conform to the requirements set forth in Sections 1669 through 1671.2, Title 8, California Code of Regulations.
2. Promptly guard all floor openings with temporary guardrails.

G. LOTO (Lock-Out Tag-Out): Title 8, California Code of Regulations requires control of hazardous energy sources where any employee may be exposed to potential harm.

1. The Contractor with its subs shall meet with the District to share and reach agreement for implementation with LOTO plans and planning for any District equipment, process, or machinery that shall be locked-out.

4.2 ACCIDENT REPORTS

- A. Report injuries and/or safety incidents to the Engineer upon occurrence and incident response.
- B. Notify the Engineer if any other regulatory agency arrives at the jobsite for any purpose, including inspections, consultations, or investigations.
- C. Notify the Engineer if any emergency response agency or first aid provider is

END OF SECTION



HOT WORK PERMIT FORM

HOT WORK PERMIT

This permit is required for any operation involving open flame or producing heat and/or sparks; welding, cutting, grinding, soldering, mowing, disking, or using a torch.

Work Done by: Employee Contractor Staff Performing Work: _____ Date: _____ Time: _____

Specification No. / Work Order No.: _____ Location: _____ Type of Hot Work: _____

FIRE RISK LEVEL LOW MODERATE/HIGH EXTREME*

----- *If "EXTREME", Hot Work is NOT PERMITTED. STOP HERE* -----

PRE-WORK CHECKLIST

- | YES | NO | |
|-----------------------------|--------------------------|--|
| 1. <input type="checkbox"/> | <input type="checkbox"/> | Equipment and/or tools free from damage? |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | Ventilation equipment in place, if needed? |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | First Aid/CPR trained person available? |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | Atmospheric hazards controlled (if present prior to work)? |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | Guards and shielding installed if needed? |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | Signs/barricades needed to warn of hazards? |
| 7. <input type="checkbox"/> | <input type="checkbox"/> | PPE inspected and donned? |
| 8. <input type="checkbox"/> | <input type="checkbox"/> | Appropriate fire suppression equip. on site? |
| 9. <input type="checkbox"/> | <input type="checkbox"/> | Handheld Radio or other communication device available? |

For all questions answered, "NO", document precautions taken to minimize hazards: _____

Depending on type of work, complete the appropriate checklist(s)

- Confined Space**
- Adequate ventilation provided
 - Thoroughly clean and remove all flammables and combustibles
 - Atmosphere checked with gas monitor
 - Complete clearance procedure/LOTO, if required
 - Complete confined space assessment and/or permit paperwork
 - Use Air Monitoring log to document all air monitoring results
 - Use Spark proof tools & lighting, if indicated
 - Attendant communicates w/workers while hot work being performed

Additional precautions to be taken: _____

District Notified at Start of Work (Time): _____ District Notified at End of Work (Time): _____

SIGNATURES REQUIRED

I understand and will abide by the conditions described in this permit.

Person Performing Work: _____ Date: _____

Fire Watcher Initials (if applicable) Start of work: _____ End of Fire Watch: _____ Date: _____

Open Flame Work – Is a fire watch required?

- | YES | NO | |
|-----------------------------|--------------------------|---|
| 1. <input type="checkbox"/> | <input type="checkbox"/> | Does the work necessitate disabling a fire detection, suppression, or alarm system component? |

Are Combustible Materials:

- | | | |
|-----------------------------|--------------------------|---|
| 2. <input type="checkbox"/> | <input type="checkbox"/> | Closer than 35 ft. to the point of operation? |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | More than 35 feet away, but easily ignited by sparks? |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | Wall or floor openings within 35 ft expose it in adjacent areas? |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | Adjacent to the other side of metal partition, walls, ceilings, or roofs which could be ignited by conduction or radiation? |

YES to any of the above indicated that a fire watch is required. Trained and equipped Fire Watch shall be provided during operations and at least sixty (60) minutes after work is complete.

Fire Watcher's Name: _____

Type of suppression equipment to be used: _____

- Welding & Cutting**
- Equipment has been inspected & is in good condition
 - Floors swept and overhead structure clean from dust, lint, and debris
 - Fire-resistive covers and metal shields provided as needed
 - All floor and wall openings covered and/or protected.
- Mowing, Discing or Controlled Burn**
- Notify Rangers for potential fire truck response
 - Extinguisher backpack on equipment & inspected
 - Fire Extinguisher present & inspected



CONFINED SPACE CHECKLIST

Confined Space Specification Checklist

Specification#:

Date:

Contractor:

Confined Space Supervisor:

| | |
|--|--|
| <p>Confined Space criteria:</p> <ul style="list-style-type: none"> <input type="checkbox"/> size and shape allow a person to enter, and <input type="checkbox"/> limited or restricted means of entry or exit, and <input type="checkbox"/> not designed for continuous employee occupancy. <p>Identify the space: [vault, tank, reservoir, pipe, aqueduct, sewer, etc.]</p> <p>Sketch:</p> | <p>Permit-Required Confined Space (PRCS) criteria: The confined Space has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contains a hazardous atmosphere; <input type="checkbox"/> Has the potential to contain a hazardous atmosphere; <input type="checkbox"/> Contains a material that may engulf of an entrant; <input type="checkbox"/> Contains a material with potential to engulfment of an entrant; <input type="checkbox"/> Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls; <input type="checkbox"/> Has an internal configuration such that an entrant could be trapped or asphyxiated by a floor which slopes downward and tapers to a smaller cross-section; <input type="checkbox"/> Contains any other recognized serious safety health hazard. |
|--|--|

Permits, Procedures, Inspections, Training

| | | | |
|---|---|--|--|
| Will Hot Work be performed? Y / N Attach Hot Work Permit. | Will LOTO / Isolation be needed? Y / N Attached LOTO / Isolation procedure. | Is the confined space within an excavation or trench? Y / N Attach excavation or trench daily checklist. | Are workers trained for confined space work and/or rescue? Y / N Attach record or certification. |
|---|---|--|--|

Document air monitoring:

| | | |
|------------------|--------------------------------|--|
| Oxygen | between 19.5% and 23.5% | |
| Flammability | less than 10% LEL | |
| Carbon Monoxide | less than 25 PPM | |
| Hydrogen Sulfide | less than 10 PPM | |
| Chlorine | less than 0.5 PPM | |
| Lead | less than 50 µg/m ³ | |
| Silica | less than 25 µg/m ³ | |

Permit-Required Confined Space (PRCS) assessment for hazard control or elimination.

| Hazard | Control or Elimination method. |
|--|--------------------------------|
| Hazardous Atmosphere | |
| Potential Hazardous Atmosphere | |
| Engulfment Material | |
| Potential Engulfment Material | |
| Entrapment Configuration convergent walls | |
| Entrapment Configuration sloped floor | |
| Overhead Hazards | |
| Electrical (Arc-flash, shock) | |
| Mechanical parts, systems, or components. | |
| Slipping / Tripping / Falling from elevation | |
| Temperature & Humidity | |
| Illumination / Darkness | |
| Infection/Bio-hazard | |
| Other Hazardous Material | |

PRCS require effective rescue services and retrieval methods.
Alternate Procedures may be used if all **PRCS** hazards are eliminated.



**SECTION 01 79 00
DEMONSTRATION AND
TRAINING**

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes:

1. Perform training of District personnel for furnished or installed equipment, systems and facilities operation. Develop training program including scheduling, and coordination of training activities and training materials. Specific training procedures and requirements found in the technical sections shall also apply.

- ###### B. Contractor shall plan, coordinate, submit deliverables, and execute the training and demonstration requirements for District personnel responsible for operating and maintaining or overseeing the operation and maintenance of furnished, upgraded, or installed equipment, systems, and facilities.

- ###### C. Contractor shall designate a Training Coordinator to serve as the primary contact for the District throughout the duration of the contract unless otherwise requested by the Engineer or agreed upon in writing by the Engineer and the Contractor.

- ###### D. Contractor shall arrange for and secure a videographer to digitally record and professionally edit one session of required training for each installed equipment, system, and facility. Finalized videos shall be provided in MP4 format by electronic transfer.

1. The District uses recordings to remind or familiarize employees with equipment installed on this project and the recommended maintenance procedures. Recordings are not shared outside the District nor made public unless as required by a Freedom of Information Act request.
2. The Contractor is responsible to negotiate as necessary with subcontractors and vendors and sign any agreement required by them (such as non-disclosure or indemnification agreements) in order to satisfy the District's requirement to video record the training. District representatives will not sign any other vendor agreement, waiver, or non-disclosure agreement.
3. The Contractor is responsible for ensuring that all equipment vendors and their representatives are aware of and agree to the requirement to video record the training.

- ###### E. The training for each installed equipment, system, or facility shall consist of a minimum of two identical training sessions. Contractor shall be available to meet with the Engineer and/or assigned representative to coordinate and align technical training planning efforts.

F. Related Sections:

1. Section 46 43 21 – Circular Clarifier Equipment

1.2 SUBMITTALS

A. Contractor shall submit the following items for review and approval

1. The name and contact information of the Contractor's Training Coordinator.
2. Training Agenda: A training agenda shall be tailored to the project and the Section that it addresses and submitted before the training is scheduled. It shall include a 1) detailed descriptive course overview, 2) course objectives, 3) course outline, and 4) estimated timing of each topic.
 - a. The agenda shall include separate sections that detail topics and learning objectives for 1) classroom instruction and 2) field demonstration.
 - b. Organize training agenda so that O&M Manual topics, Operations topics, and Maintenance topics are separate sections.
3. Training Schedule: The proposed training schedule shall include the dates and times for all training sessions. Coordinator shall propose the timing of training in consideration of project milestones and finalize and confirm the number of training sessions and attendees per training session with the Engineer.
4. Course Materials: Electronic copies of course presentations, manual, and all other related course materials including any pre-training instructions, if applicable. Electronic copies must be submitted in a searchable PDF format (i.e., may not be scanned copies or images).
5. Resume: The resume or biography of the proposed technical trainer(s) that demonstrates their qualifications and ability to perform the specified training services.
6. The name and contact information of the videographer.
7. Transmittal sheet confirming that the video has shipped or been submitted to the Engineer.

1.3 PLAN

- A. Prior to delivery of training, equipment and systems for which training is specified shall successfully pass Functional Testing and all related submittals, including the O&M Manuals shall have been submitted and approved by the Engineer.

Contractor Training Coordinator shall initiate contact with and arrange to meet with the Engineer to review training requirements, plans, schedules, and other details as determined by the Contractor or Engineer. The training meeting shall occur prior to

commencement of Functional Testing. Training shall be completed prior to Startup Testing and “Ready for Service” handoffs.

Unless otherwise stated, the meeting shall be held at Sobrante Water Treatment Plant (5500 Amend Rd, El Sobrante, CA 94803).

Approved training representatives of the manufacturer(s) shall be present at the training meeting; however if unable to attend, the Contractor shall make an effort to include them via teleconference. The Contractor shall submit Operations & Maintenance (O&M) Manuals for Engineer review and approval prior to the meeting for all equipment and systems for which technical training is specified. The final approved O&M Manuals shall be provided to the Engineer (in print and electronic format) prior to the meeting.

B. Training shall include a thorough review of the final approved O&M manual, project maps, drawings, and diagrams (e.g. single-line). Topics shall specifically address the maintenance and operation of applicable equipment/systems/facilities.

1. Review of O&M manual contents including:

- a. Procedures for contacting the manufacturer's representative for equipment field service
- b. Procedures for ordering parts
- c. Discussion of equipment warranty

2. Maintenance of applicable equipment/system/facility including:

- a. Learning objectives
- b. Routine and preventive maintenance procedures
- c. Adjustment procedures
- d. Overhaul procedures
- e. Identify lubrication and adjustment locations
- f. Maintenance access locations
- g. Maintenance safety precautions
- h. Troubleshooting guide
- i. Field test procedures

3. Operations of applicable equipment/system/facility including:

- a. Learning objectives

- b. Principles of operation
- c. Discussion of all design features
- d. Startup, shutdown, and emergency operating procedures
- e. Operational safety precautions

1.4 TRAINING COORDINATOR

A. The Contractor Training Coordinator shall coordinate with the Engineer and vendors to organize and plan training sessions in advance. Responsibilities include, but are not limited to:

1. Contribute to planning and coordinating the logistics and supervision of each training session.
 - a. The Contractor Training Coordinator shall work with the Engineer to provide an agreed upon accurate estimation of each class duration required to cover the full anticipated class content at a reasonable pace. The minimum assigned class duration shall be 2 hours (exclusive of travel time).
 - b. Typical class size is up to 10 attendees. The Contractor shall be prepared to accommodate the full number of attendees on the attendee list provided by the District. The District will make its best efforts to provide the attendee list with at least 2 weeks' notice ahead of the anticipated class date.
 - c. Each training event required in the Contract Documents, regardless of duration, requires delivery of two separate sessions, with the second instance being a repeat of the first instance.
 - d. More than one training session shall not be scheduled on the same day without prior approval from the Engineer. Training sessions lasting less than 8 hours shall be completed within the same day.
 - e. Training sessions shall not be scheduled concurrently unless approved by the Engineer.
 - f. Training shall be conducted during normal District work hours and scheduled on Tuesday through Thursday, unless approved by the Engineer.
 - g. Contractor Training Coordinator shall provide equipment or accessories needed to deliver training including laptop computer, cables, power cord, overhead projector, screen, white board, flip chart, etc. Contractor Training Coordinator shall notify Engineer in advance of any District-supplied equipment requirements.
2. Coordinate and schedule manufacturer visits for training.

- a. Coordinator shall familiarize training representatives with the installation site prior to training.
3. Ensure that copies of training agenda, manuals, and handouts are printed and available for all training attendees.
4. Arrange for digital video-recording of one session of a repeated training session and submit the final product in MP4 format to the Engineer in a timely manner. Coordinator shall submit a notice of transmittal via the CMIS to notify Engineer of shipment of the video. Video recordings are intended solely for District use. Coordinator may engage a vendor of their own choosing. The Engineer can provide a list of professional videographers upon request.
5. Arrange refreshments:
 - a. For training session durations of four hours or less: provide a continental breakfast or refreshments for all attendees, videographer, and trainers.
 - b. For training session durations of more than four hours: provide a continental breakfast and lunch for all attendees, videographer, and trainers.
6. Advise the Engineer in writing and at least 10 working days in advance of the need to coordinate equipment outages to support training or demonstration of equipment and systems.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 DESCRIPTION

- A. Table 1 summarizes the equipment, systems, or facilities for which training is required. Table 1 may not be all-inclusive. Contractor shall fulfill all training indicated in the Contract Documents whether or not it is listed in Table 1.
- B. Training, as specified in Table 1 of this section or referenced in the other sections of the contract documents, shall include both classroom instruction and hands-on field demonstrations. With Engineer approval, classroom instruction may be conducted in the field.
- C. The Coordinator shall ensure that all equipment and materials required to properly train and demonstrate operational and maintenance procedures as specified in the corresponding section and paragraph are provided.
- D. The Training Coordinator shall ensure that the training room is returned to original condition after each training session is finished.

- E. Training Acceptance: Training shall meet the criteria listed below. Training not meeting the criteria shall be corrected and re-delivered at the Contractor's expense inclusive of District labor costs.
1. All information necessary to properly operate and maintain the system or equipment shall be presented and demonstrated.
 2. Training delivered shall be consistent with the submitted and approved training lesson plan.
 3. The trainer's expertise shall be sufficient to accurately respond to District questions related to system or equipment operation, maintenance, or principles of operation.
 4. The trainer shall demonstrate strong presentation skills and English language proficiency.
 5. Training shall be efficient and without unrelated or irrelevant discussion. Breaks during training sessions shall be limited to 10 minutes per two hours of instruction, or one 15-minute break per four hours of instruction.
- F. Table 1 is a summary of equipment/systems that require training. Additional training might be required when specified elsewhere.

| Table 1: Training Summary (Additional Training may be required in other Sections) | |
|--|---------------------------------|
| Specification Section & Paragraph | System / Equipment, or Facility |
| 46 43 21 | Clarifier Drives |
| | |
| | |
| | |

END OF SECTION



**MANUFACTURER'S CERTIFICATE
OF PROPER INSTALLATION**

MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER: _____ EQPT SERIAL NO.: _____
EQPT TAG NO.: _____ EQPT/SYSTEM: _____
PROJECT NO.: _____ SPEC. & SECTION: _____

I hereby certify that the above-referenced equipment/system has been:

- | Complete | Not Applicable | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Installed in accordance with Manufacturer's recommendations. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspected, checked, and adjusted. |
| <input type="checkbox"/> | <input type="checkbox"/> | Serviced with proper initial lubricants. |
| <input type="checkbox"/> | <input type="checkbox"/> | Electrical and mechanical connections meet quality and safety standards. |
| <input type="checkbox"/> | <input type="checkbox"/> | All system instruments are calibrated. |
| <input type="checkbox"/> | <input type="checkbox"/> | All applicable safety equipment has been properly installed. |

Comments: _____

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate the equipment and (iii) authorized to make recommendations required to assure that the equipment furnished by the manufacturer is complete and ready for startup and operations. I further certify that all information contained herein is true and accurate.

Date: _____

Manufacturer: _____

By Manufacturer's Authorized Representative: _____
(Authorized Signature)



SAFE WORK PERMIT



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

A large, empty rectangular box with a black border, intended for entering comments or additional information related to the safe work permit.



O&M MANUAL REVIEW CHECKLIST

O&M MANUAL REVIEW CHECKLIST
 (Manufacturer's Representative to complete one form per submittal)

| | |
|--|--|
| SPEC. SECTION TITLE & NO: | |
| MFR Name, Address, Phone: | |
| Local Rep Name, Address, Phone: | |

| GENERAL FORMAT (See Section 01 33 00 for additional details) | | | |
|--|-----------|----|----------|
| DESCRIPTION | PROVIDED? | | COMMENTS |
| | YES | NO | |
| Specified copies provided | | | |
| Binder cover clearly labeled | | | |
| Spine Label | | | |
| System/Equipment type clearly identified | | | |
| District facility or facilities name(s) identified | | | |
| Specification number & title shown | | | |
| Title page provided | | | |
| Equipment tag numbers correctly shown | | | |
| Manufacturer's name, address, phone number provided | | | |
| Local Representative's name, address, phone number provided | | | |
| Table of contents provided | | | |
| Heavy section dividers w/ numbered or lettered plastic tabs provided | | | |
| Pages punched for 3-ring binder | | | |
| Info larger than 8-1/2 x 11 folded showing title block | | | |
| Original quality copies provided | | | |

| TECHNICAL CONTENT (See Section 01 33 00 for details) | | | | |
|---|-----------------|-------|-----|----------|
| DESCRIPTION | LOCATION IN O&M | | | COMMENTS |
| | TAB# | PAGES | N/A | |
| Equipment Descriptions | | | | |
| • Equipment names, model numbers & tag numbers | | | | |
| • Equipment & major component functions | | | | |
| • Drawings, diagrams & illustrations | | | | |
| • Equipment Specification | | | | |
| • Bill of materials | | | | |
| • Legend, Abbreviation, and Acronym List | | | | |
| Performance Information | | | | |
| • Nameplate data | | | | |
| • Performance test data/curves | | | | |

| TECHNICAL CONTENT (See Section 01 33 00 for details) | | | | |
|---|----------------------------|--------------|------------|-----------------|
| DESCRIPTION | LOCATION IN O&M | | | COMMENTS |
| | TAB# | PAGES | N/A | |
| Installation Instructions | | | | |
| • Installation procedures & drawings | | | | |
| • Equipment tolerances | | | | |
| • Adjustment procedures | | | | |
| Operating Instructions | | | | |
| • Startup procedures | | | | |
| • Normal & routine operations | | | | |
| • Control functions | | | | |
| • Alarms description and settings | | | | |
| • Shutdown procedures | | | | |
| • Emergency operations | | | | |
| Electrical Information | | | | |
| • Nameplate data | | | | |
| • Relay, control, alarm contact settings | | | | |
| • Motor test data | | | | |
| Electrical Drawings | | | | |
| • Single-line diagrams, three-line diagrams | | | | |
| • Interconnection wiring diagram | | | | |
| • Schematic and elementary diagrams | | | | |
| • Panel layout drawings | | | | |
| Instrumentation & Control | | | | |
| • Control diagrams | | | | |
| • Panel layout drawings | | | | |
| • Instrument data sheets (specification forms) | | | | |
| • Calibration Procedures | | | | |
| • Final settings for adjustable control devices | | | | |
| • Block diagrams and riser diagrams | | | | |
| • Loop diagrams | | | | |
| • Pneumatic/Hydraulic piping drawings | | | | |
| • Hard copy printouts of control programs | | | | |
| • Field calibration data sheets | | | | |
| • Programming software (licensed to EBMUD) with user manuals | | | | |
| Shipping and Storage Instructions | | | | |
| Testing | | | | |
| • Factory Test Report (procedures and results) | | | | |
| • Field Test Procedures | | | | |
| • Manufacturer's Certificate of Proper Installation (where specified) | | | | |
| • Field Test Results | | | | |
| Troubleshooting guide | | | | |

| TECHNICAL CONTENT (See Section 01 33 00 for details) | | | | |
|---|----------------------------|--------------|------------|-----------------|
| DESCRIPTION | LOCATION IN O&M | | | COMMENTS |
| | TAB# | PAGES | N/A | |
| Safety | | | | |
| • Safety procedures/Lockout discussion | | | | |
| • CAUTION, WARNING, DANGER text | | | | |
| • Material Safety Data Sheets (MSDS) | | | | |
| • Special safety equipment | | | | |
| Preventive Maintenance | | | | |
| Maintenance Summary Forms | | | | |
| Lubrication Information | | | | |
| • Location of lube points & frequency | | | | |
| • Recommended type & grade, state specific MFR | | | | |
| • Recommended viscosity & temperature range | | | | |
| Overhaul Instructions | | | | |
| • Detailed assembly drawings w/OEM part numbers | | | | |
| • Tear down/rebuild instructions | | | | |
| Spare Parts for Equipment & Components | | | | |
| • Predicted life of parts subject to wear or aging | | | | |
| • Recommended spare parts list w/ part numbers | | | | |
| • Complete instructions for obtaining parts | | | | |
| • Long-term storage requirements | | | | |
| • Special tools | | | | |
| Long-term Shutdown/Lay-up Instructions | | | | |
| Warranty/Guarantee | | | | |



MAINTENANCE SUMMARY FORM

TYPICAL MAINTENANCE SUMMARY FORM
(Use as many pages as necessary. MS Word file available upon request)

1. Equipment Name: _____

2. Manufacturer: _____

3. Identification Numbers:

Tag: _____

Model: _____

Serial: _____

4. Nameplate Data (HP, voltage, speed, flow rate, head, etc.): _____

5. Manufacturer's Local Representative:

Name: _____

Telephone: _____

Address: _____

6. LUBRICANT LIST

| <u>Reference Symbol</u> List symbols used in Item 8 below | <u>Lubricant Description</u> List equivalent lubricants: brand name(s), type, grade, viscosity, etc. |
|---|---|
| | |
| | |
| | |

7. SPARE PARTS (Recommendation spare parts with part numbers; if any.)

| |
|--|
| |
| |
| |
| |
| |
| |

8. Equipment Replacement Cost [\$] _____



**NON-EMPLOYEE ACCESS
CARD REQUEST FORM**



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 FORM**

**Photo Confidentiality Agreement Specification
FMC734-26-01 Sobrante Water Treatment Plant
Clarifiers Replacement**

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



SAMPLING REPORTS OF LEAD



| | | | | |
|--|--|--|--|-----------------------|
| Client Name & Address: Brian Anzelc East Bay Municipal Utility District 375 11th Street Oakland, CA 94607 | | Client No.: 2674-267 | PO / Job#: AGR400423 | Date: 10/31/24 |
| Contact: Brian Anzelc | | Phone: (510) 287-1716 | Turn Around Time: <input type="checkbox"/> Same Day / <input type="checkbox"/> 1Day / <input type="checkbox"/> 2Day / <input type="checkbox"/> 3Day / <input type="checkbox"/> 4Day / <input checked="" type="checkbox"/> 5Day | |
| E-mail: BAnzelc@EBMUD.com | | <input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input type="checkbox"/> PLM: <input type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 / <input type="checkbox"/> 1000 / <input type="checkbox"/> CARB 435 | | |
| Site Name: Sobrante WTP | | <input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass) | | |
| Site Location: Sobrante WTP: Clarifer & Reclaim Basins | | <input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project <input checked="" type="checkbox"/> Metals Analysis Matrix: Paint Chip Method: Flame AA Analytes: Lead | | |
| Comments: Paint chip samples from I-Beam for Allison Brede. | | <input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only | | |

| Sample ID | Date / Time | Sample Location / Description | FOR AIR SAMPLES ONLY | | | | Sample Area / Air Volume |
|-----------|---------------------------------|---|---|-------------|---------|------------|--------------------------|
| | | | Type | Time On/Off | Avg LPM | Total Time | |
| CBN-1 | 10.31.24 10:00A ⁺ | Clarifier Basin North, I-Beam, Sampe 1 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| CBN-2 | 10.31.24 10:00A ⁺ | Clarifier Basin North, I-Beam, Sampe 2 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| CBN-3 | 10.31.24 10:00A ⁺ | Clarifier Basin North, I-Beam, Sampe 3 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| CBS-4 | 10.31.24 10:15A ⁺ | Clarifier Basin South, I-Beam, Sampe 4 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| CBS-5 | 10.31.24 10:15A ⁺ | Clarifier Basin South, I-Beam, Sampe 5 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| CBS-6 | 10.31.24 10:15A ⁺ | Clarifier Basin South, I-Beam, Sampe 6 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| RCBSSW-1 | 10.31.24 10:30A ⁺ | Reclaim Basin South, South West, Sample 1 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| RCBSNE-2 | 10.31.24 10:30A ⁺ | Reclaim Basin South, North East, Sample 2 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| RCBNNE-3 | 10.31.24 10:30A ⁺ | Reclaim Basin North, North East, Sample 3 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |
| RCBNSW-4 | 10.31.24 10:30A ⁺ | Reclaim Basin North, South West, Sample 4 | <input checked="" type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C | | | | |

| | | | |
|--|--|---|--|
| Sampled By: Brian Anzelc | Date/Time: 1/18/23 | Shipped Via: <input type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other: | |
| Relinquished By: Brian Anzelc | Relinquished By: | Relinquished By: | Relinquished By: |
| Date / Time: 10/31/24 3:00 PM | Date / Time: | Date / Time: | Date / Time: |
| Received By: <i>[Signature]</i> 11/4/24 | Received By: | Received By: | Received By: |
| Date / Time: vs mail 11:38am | Date / Time: | Date / Time: | Date / Time: |
| Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No | Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No | Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No | Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Metals Analysis of Paints

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

EBMUD EH&S
 Brian Anzelc
 375 11th Street, MS 704

Oakland, CA 94607

Client ID: 2674
Report Number: M264428
Date Received: 11/04/24
Date Analyzed: 11/11/24
Date Printed: 11/11/24
First Reported: 11/11/24

Job ID / Site: PO# AGR400423; Sobrante WTP - Clarifer & Reclaim Basins
Date(s) Collected: 10/31/2024

SGSFL Job ID: 2674-267
Total Samples Submitted: 10
Total Samples Analyzed: 10

| Sample Number | Lab Number | Analyte | Result | Result Units | Reporting Limit* | Method Reference |
|---------------|------------|---------|---------|--------------|------------------|------------------|
| CBN-1 | 30945817 | Pb | < 0.006 | wt% | 0.006 | EPA 3050B/7000B |
| CBN-2 | 30945818 | Pb | < 0.007 | wt% | 0.007 | EPA 3050B/7000B |
| CBN-3 | 30945819 | Pb | 1.3 | wt% | 0.06 | EPA 3050B/7000B |
| CBS-4 | 30945820 | Pb | 0.011 | wt% | 0.007 | EPA 3050B/7000B |
| CBS-5 | 30945821 | Pb | < 0.006 | wt% | 0.006 | EPA 3050B/7000B |
| CBS-6 | 30945822 | Pb | 0.011 | wt% | 0.006 | EPA 3050B/7000B |
| RCBSSW-1 | 30945823 | Pb | < 0.006 | wt% | 0.006 | EPA 3050B/7000B |
| RCBSNE-2 | 30945824 | Pb | < 0.006 | wt% | 0.006 | EPA 3050B/7000B |
| RCBNNE-3 | 30945825 | Pb | < 0.007 | wt% | 0.007 | EPA 3050B/7000B |
| RCBNSW-4 | 30945826 | Pb | 5.2 | wt% | 0.4 | EPA 3050B/7000B |

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.



Kevin Poon, Laboratory Supervisor, Hayward Laboratory

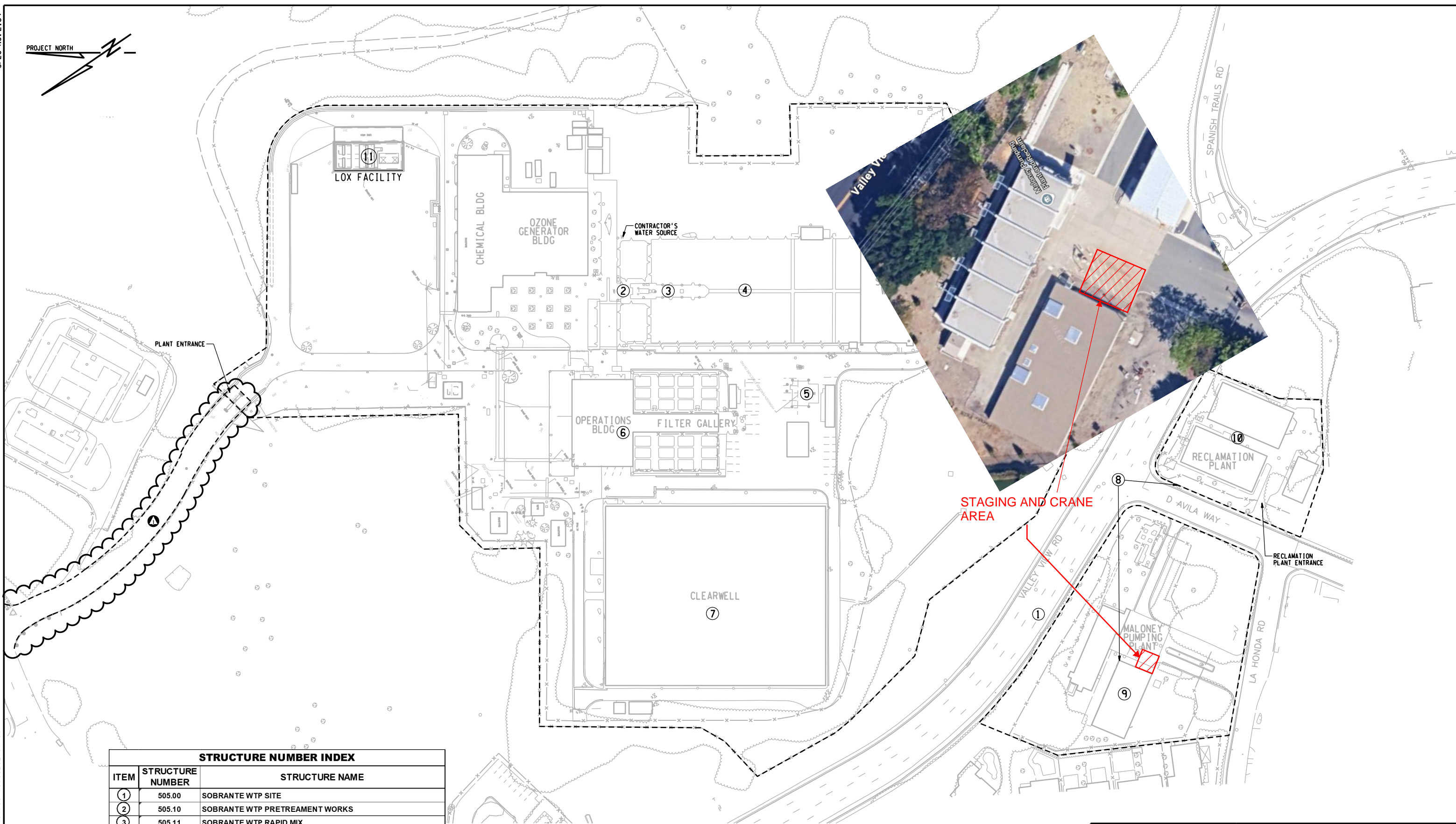
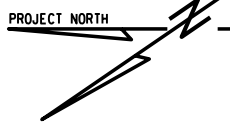
Analytical results and reports are generated by SGS at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS. The client is solely responsible for the use and interpretation of test results and reports requested from SGS. SGS is not able to assess the degree of hazard resulting from materials analyzed. SGS reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in SGS Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.

Note* Sampling data used in this report was provided by the client as noted on the associated chain of custody form.



APPENDIX B

REFERENCE DRAWINGS



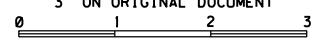
STAGING AND CRANE AREA

| STRUCTURE NUMBER INDEX | | |
|------------------------|------------------|--|
| ITEM | STRUCTURE NUMBER | STRUCTURE NAME |
| 1 | 505.00 | SOBRANTE WTP SITE |
| 2 | 505.10 | SOBRANTE WTP PRETREATMENT WORKS |
| 3 | 505.11 | SOBRANTE WTP RAPID MIX |
| 4 | 505.12 | SOBRANTE WTP FLOCCULATION AND SEDIMENTATION BASINS |
| 5 | 505.15 | SOBRANTE WTP HYDROGEN PEROXIDE FACILITY |
| 6 | 505.20 | SOBRANTE WTP OPERATIONS AND FILTER BUILDINGS |
| 7 | 505.29 | SOBRANTE WTP CLEARWELL |
| 8 | 505.30 | SOBRANTE WTP RECLAMATION FACILITY |
| 9 | 505.32 | SOBRANTE WTP CLARIFIERS |
| 10 | 505.34 | SOBRANTE WTP WASHWATER SETTLING BASINS |
| 11 | 505.40 | SOBRANTE WTP LOX FACILITY |

SITE PLAN

1"=60'-0"

3" ON ORIGINAL DOCUMENT



USER: mbrown
DATE: 23-SEP-2020 13:10
FILE: H:\strmnt\issobrantes\05_00s5050020253.R01



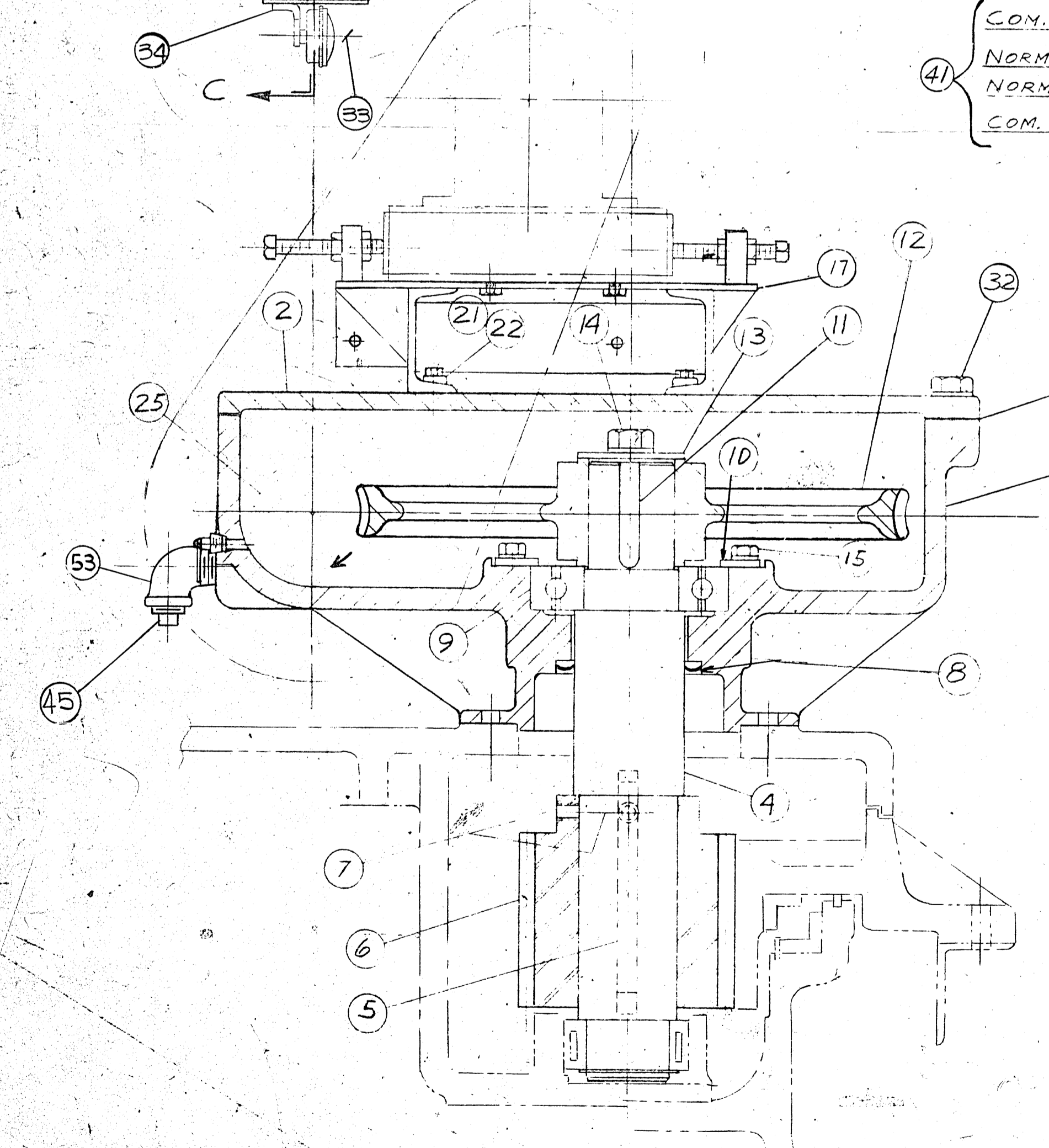
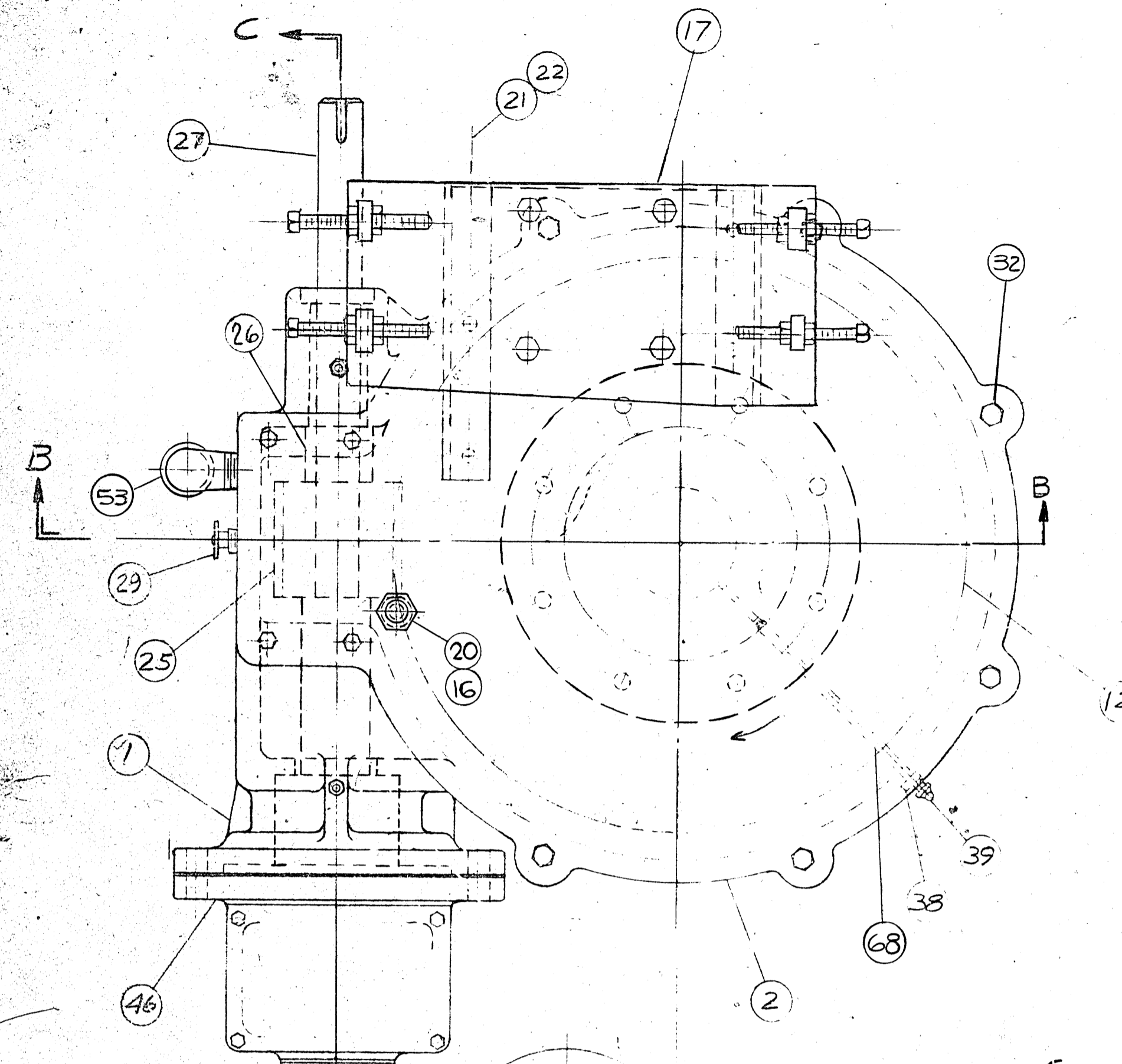
| NO. | DATE | REVISION | BY | REC. | APP. |
|-----|-----------|-----------------------------|--------------|------|------|
| 1 | 22SEP2020 | ADDENDUM NO.1 PER SPEC 2159 | M. J. JALALI | | |

| | |
|-------------------|--|
| DESIGNED BY | <i>Najee Jalali</i> NAJEE JALALI |
| DESIGN CHECKED BY | <i>Matthew J. Guthrie</i> MATTHEW J. GUTHRIE |
| DRAWN BY | FACILITY DRAFTING |
| PROJECT MANAGER | <i>Najee Jalali</i> NAJEE JALALI R.P.E. NO. C19281 |
| PROJECT ENGINEER | <i>Matthew J. Guthrie</i> MATTHEW J. GUTHRIE R.P.E. NO. C52321 |
| RECOMMENDED BY | <i>Mark D. Knox</i> MARK D. KNOX R.P.E. NO. C33194 |
| APPROVED DESIGN | <i>S. Teeratrakul</i> SERGE V. TEERATRAKUL R.P.E. NO. C48598 |

| | |
|--|----------------|
| EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA | |
| SOBRANTE WATER TREATMENT PLANT MAINTENANCE AND SAFETY IMPROVEMENTS GENERAL | |
| FACILITY SITE PLAN | |
| PROJ. NO. | 505.00-Z-025.3 |
| SCALE | AS SHOWN |
| DATE | 10AUG2020 |
| STRUCT. | |
| DISC. | |
| NUMBER | 1 |
| REV. | |

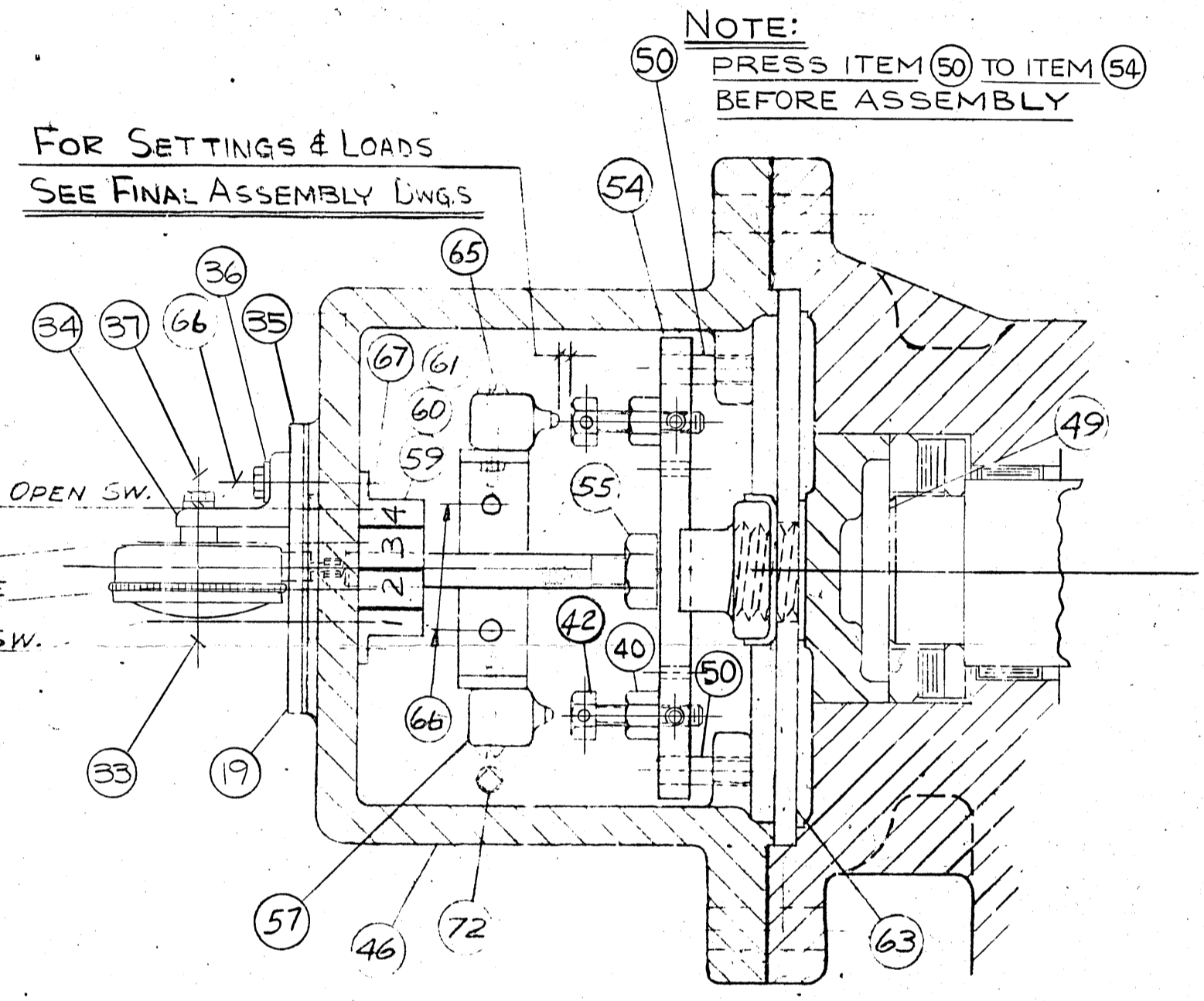
| P.M.I. ASSEMBLY NO | TORQUE GAGE REMARKS | A | B | C | NUMBER REQ'D | | | | | | | | | | | WGT. | FINAL ASSEMBLY DRAWING NUMBERS | |
|--------------------|-----------------------------|-----------|---------------------------|-----------|--------------|---|---|---|---|---|---|---|---|---|---|--------------|--------------------------------|-------------------------------|
| | | | | | D | G | H | J | K | L | M | | | | | | | |
| 603-80624-80 | -81 TORQUE GAGE COVER PLATE | 103-50396 | 3/4 x 3/4 x 6 1/2 LG. KEY | 103-10195 | - | - | - | - | - | - | - | - | - | - | - | 403-70085-80 | 745* | H-130 SPLIT GEAR 603-80623-80 |
| | -82 TORQUE GAGE COVER PLATE | 103-50276 | 7/8 x 7/8 x 5 LG. KEY | 103-10196 | - | - | - | - | - | - | - | - | - | - | - | 403-70085-80 | 700* | H-75 SPLIT GEAR 603-80625-80 |
| 603-80624-93 | | | | | | | | | | | | | | | | | | |

| LIST OF COMPONENTS | | WGT. - SEE TABLE | | 603-80624 | |
|--------------------|----------|------------------|--|--------------|--------|
| REF. SYMBOL | QUANTITY | PART NUMBER | PART NAME OR MATERIAL SIZE AND DESCRIPTION | NATURAL SIZE | LENGTH |
| 1 | 1 | M | LOWER HOUSING | | |
| 2 | 1 | 403-50044-2 | HOUSING COVER | | |
| 3 | | | | | |
| 4 | 1 | A | SHAFT | | |
| 5 | 1 | B | KEY | | |
| 6 | 1 | C | PINION | | |
| 7 | 2 | | 5/8" SET SCREW | 0 | 1 1/4 |
| 8 | 1 | 303-256 | OIL SEAL | | |
| 9 | 1 | 303-255 | BALL BEARING | | |
| 10 | 1 | 103-80361 | BEARING RETAINING RING | | |
| 11 | 1 | | 3/4 x 3/4 KEY | 4-21 | 0 3/8 |
| 12 | 1 | 403-50154-2 | WORM GEAR | | |
| 13 | 1 | 103-80175 | RETAINING WASHER | | |
| 14 | 1 | | 3/4 x 1/4 BRT. CAP SCR. W/L.W. | | |
| 15 | 4 | | 1/2 x 1" BRT. CAP SCR. W/L.W. | | |
| 16 | 1 | | AIR VENT ALIMITE # 301370 | | |
| 17 | 1 | 503-40337-81 | REDUCER BASE | | |
| 18 | | | | | |
| 19 | D | 103-80387 | COVER | | |
| 20 | 1 | 398-14000-15 | 3/4 x 1/2 HEX. C.I. PIPE BUSHING | | |
| 21 | 4 | 10626-B | 5/8 BEVEL WASHER | | |
| 22 | 4 | | 5/8 x 1/2 CAP SCREW | | |

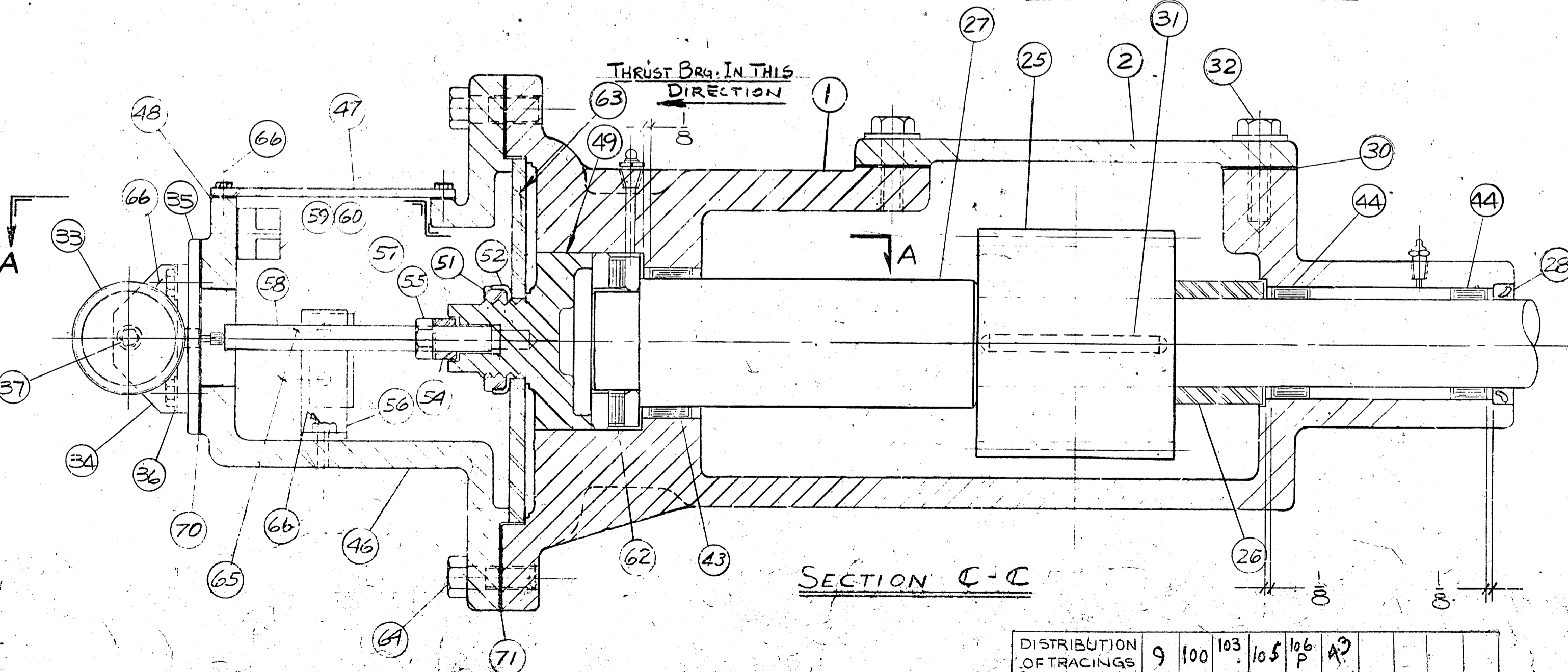


SECTION B-B

OIL CAPACITY FOR DRIVE UNIT - 2 GAL.



SECTION A-A



SECTION C-C

NOTE: PRESS ITEM (50) TO ITEM (54) BEFORE ASSEMBLY

FOR SETTINGS & LOADS SEE FINAL ASSEMBLY DWGS

COM. TO NORMALLY OPEN SW.
NORMALLY OPEN
NORMALLY CLOSE
COM. TO CLOSE SW.

AS CONSTRUCTED
Started 11-1-72 Completed 12-31-74
In Service Respected
Recommended Approved
Spec. No. 1275 Contractor

| | | | | | | |
|--------------------------|---|-----|-----|-----|-----|-----|
| DISTRIBUTION OF TRACINGS | 9 | 100 | 103 | 105 | 106 | 107 |
| M/F 603-80393 | | | | | | |

603-80624

| | | | | | |
|----|----|-------------|--|---|-----------------------|
| 23 | | | | | |
| 24 | | | | | |
| 25 | 1 | 303-267 | STEEL WORM | | |
| 26 | 1 | 103-50309-B | SPACER | | |
| 27 | 1 | 103-50310 | SHAFT | | |
| 28 | 1 | 303-262 | OIL SEAL | | |
| 29 | 1 | 603-136-80 | OIL LEVEL PLUG | | |
| 30 | 1 | 103-80364-1 | GASKET | | |
| 31 | 1 | | 3/4 x 3/4 RD. END KEY 4-21 | 0 | 4 |
| 32 | 10 | | 5/8 x 1/4 BRT. CAP SCR. W/L.W. ZINC R. | | |
| 33 | G | 303-798 | TORQUE GAGE INDICATOR | | |
| 34 | H | 103-80874 | INDICATOR SUPPORT BRKT. | | |
| 35 | J | 103-80873 | MOUNTING PLATE | | |
| 36 | K | | 1/4 C.W. ZINC RATED | | |
| 37 | L | | 1/4 x 1/2 CAP SCR. W/L.W. ZINC RATED | | |
| 38 | 1 | | 1/8" SCR. PIPE CPLG. | | |
| 39 | 1 | | 1610 B GREASE FITTING | | |
| 40 | 2 | | 3/8-14 UNF JAM NUT | | TYPE 18-8 STAINL. ST. |
| 41 | 4 | | BLACK WIRE #16 WITH 2 FORKED TERMINAL LUG ON ONE END | 0 | 5 1/2 |
| 42 | 2 | 303-789 | 3/8-24 x 1/2 SPECIAL CAP SCR. | | TYPE 18-8 STAINL. ST. |
| 43 | 1 | 303-789 | NEEDLE BEARING | | |
| 44 | 2 | 303-791 | NEEDLE BEARING | | |
| 45 | 1 | | 1" SQ. PIPE RUG (GALV.) | | |
| 46 | 1 | 403-70041-2 | TORQUE OVER-LOAD HOUSING | | |
| 47 | 1 | 103-80375 | COVER PLATE | | |
| 48 | 1 | 103-80376 | GASKET | | |
| 49 | 1 | 403-20140-2 | PLATE SPRING RETAINER | | |
| 50 | 2 | | 3/8" x 1 1/2 LG DOWEL | | |
| 51 | 1 | X-5634 | LOCK NUT | | |
| 52 | 1 | X-5674 | LOCK WASHER | | |

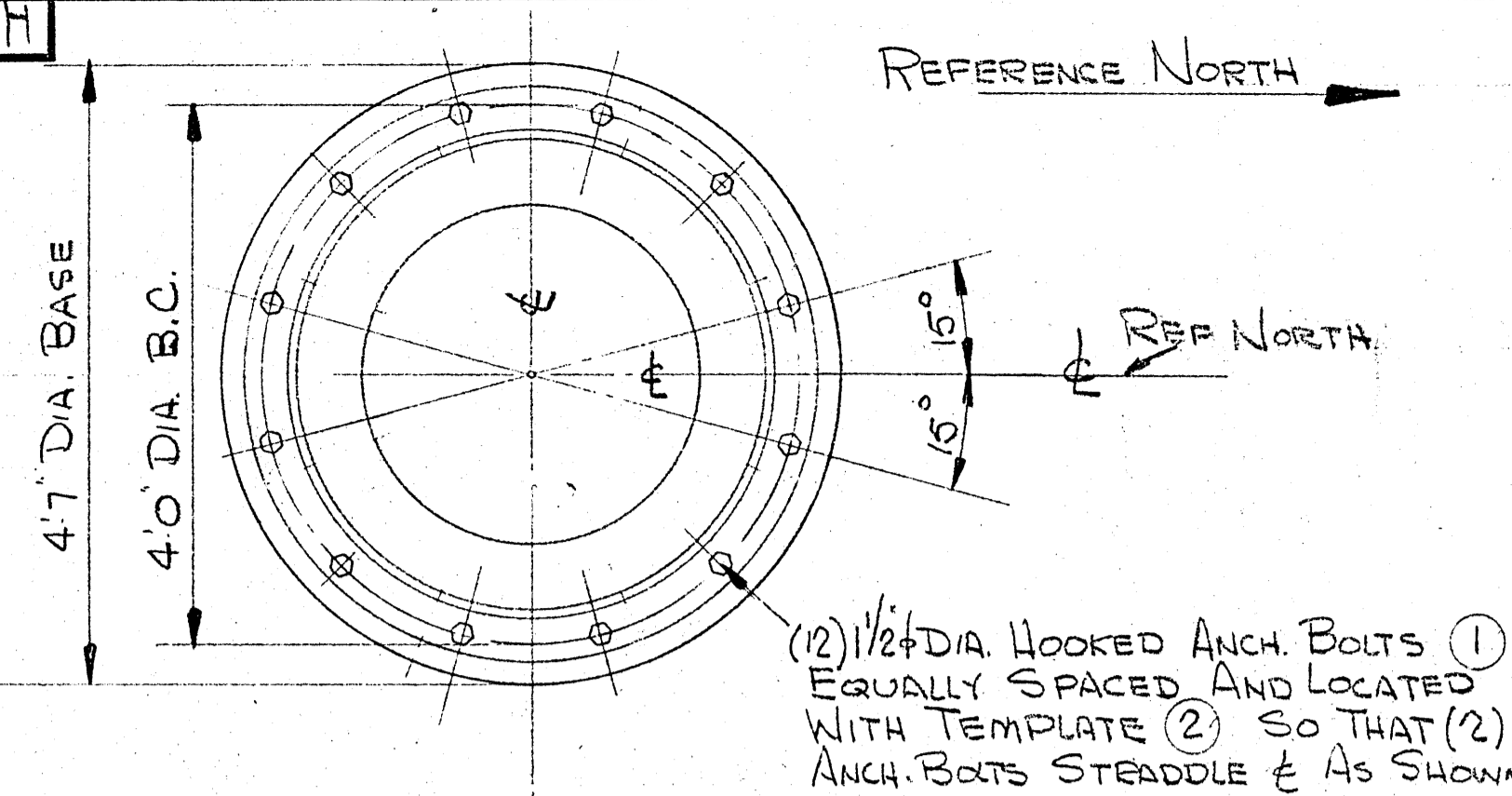
603-80624

| | | | | | |
|----|--------|--------------|---|--|--|
| 53 | 1 | | 1" 90° STREET ELBOW (GALV.) | | |
| 54 | 1 | 103-80373 | BAR | | |
| 55 | 1 | | 1/2-20 HEX. HEAD NUT | | |
| 56 | 1 | 103-80371-1 | MICRO-SWITCH BRACKET | | |
| 57 | 2 | 303-254 | MICRO-SWITCH | | |
| 58 | 1 | 103-80370-1 | ADJUSTABLE PLUNGER | | |
| 59 | 1 | 298-26073-17 | BUCHANAN N# 730 | | |
| 60 | 4 | 298-26074-17 | BUCHANAN N# 724 | | |
| 61 | 1 EACH | | BRADY LABELS N# 1-2-3-A | | |
| 62 | 1 | 303-757 | THRUST BEARING | | |
| 63 | 1 | 103-80372-1 | PLATE SPRING | | |
| 64 | 6 | | 5/8 x 1 1/4 CAP SCR. W/L.W. | | |
| 65 | 4 | | 5/8-32 x 1 1/8 RD. HD. MACH. SCR. W/L.W. | | |
| 66 | 10 | | 1/4 x 3/8 HEX. HD. CAP SCR. WITH ZINC PLATE | | |
| 67 | 2 | | 3/8-32 x 1 1/8 RD. HD. MACH. SCR. W/L.W. | | |
| 68 | 1 | | 1/2" STD. PIPE T.B.E. TO 7 1/2 | | |
| 69 | | | | | |
| 70 | 1 | 103-80378-1 | GASKET | | |
| 71 | 1 | 103-80377-1 | GASKET | | |
| 72 | 1 | | 3/8" SQ. HD. SOLID ST. PIPE PLUG | | |

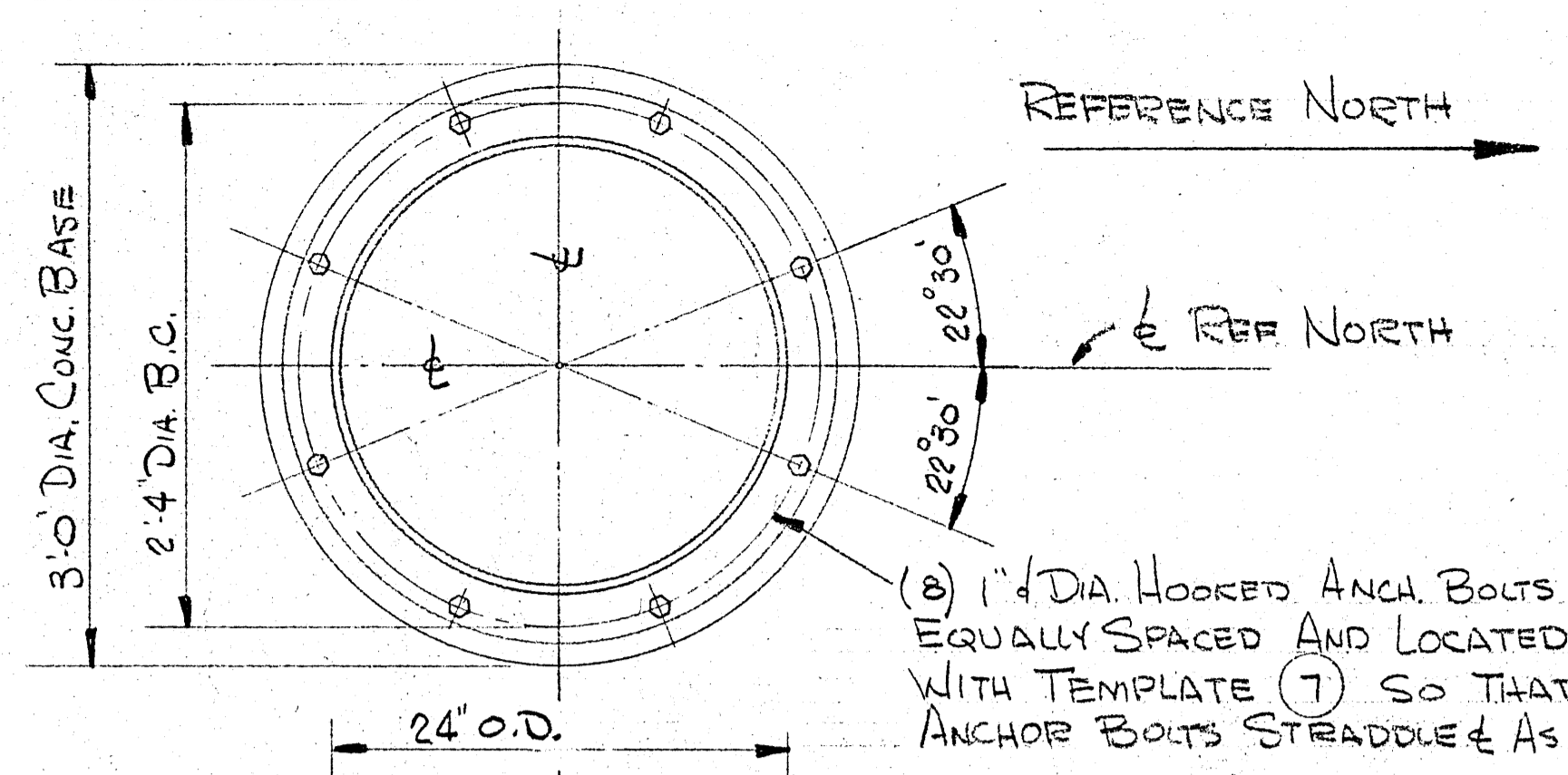
| | | | | | | | | |
|--------------|-----------------------------------|--|---------------|-------|-------------|-------------------|---|-------------|
| PROJ. ENGR. | CONFIDENTIAL--ALL RIGHTS RESERVED | PAINT SPECIFICATION: ALL STRUCTURAL ITEMS TO RECEIVE COATS | DATE 10-31-72 | APP'D | SCALE NONE | CUSTOMER STANDARD | ORDER NO. | DRAWING NO. |
| DESIGN ENGR. | ESTIMATE NO. | CLTY. ORDER NO. | GEN. DWG. NO. | UNIT | MATL. SPEC. | ENGR. STD. NO. | TITLE SUB-ASSEMBLY - WORM GEAR DRIVE W/BRONZE GEAR - CIRC. SLUDGE COLLECTOR C.W. ROT. # 5 - 6 M/FCTW WINSMITH REDUCER | 603-80624 |
| | | | | | | | | |

51628.47

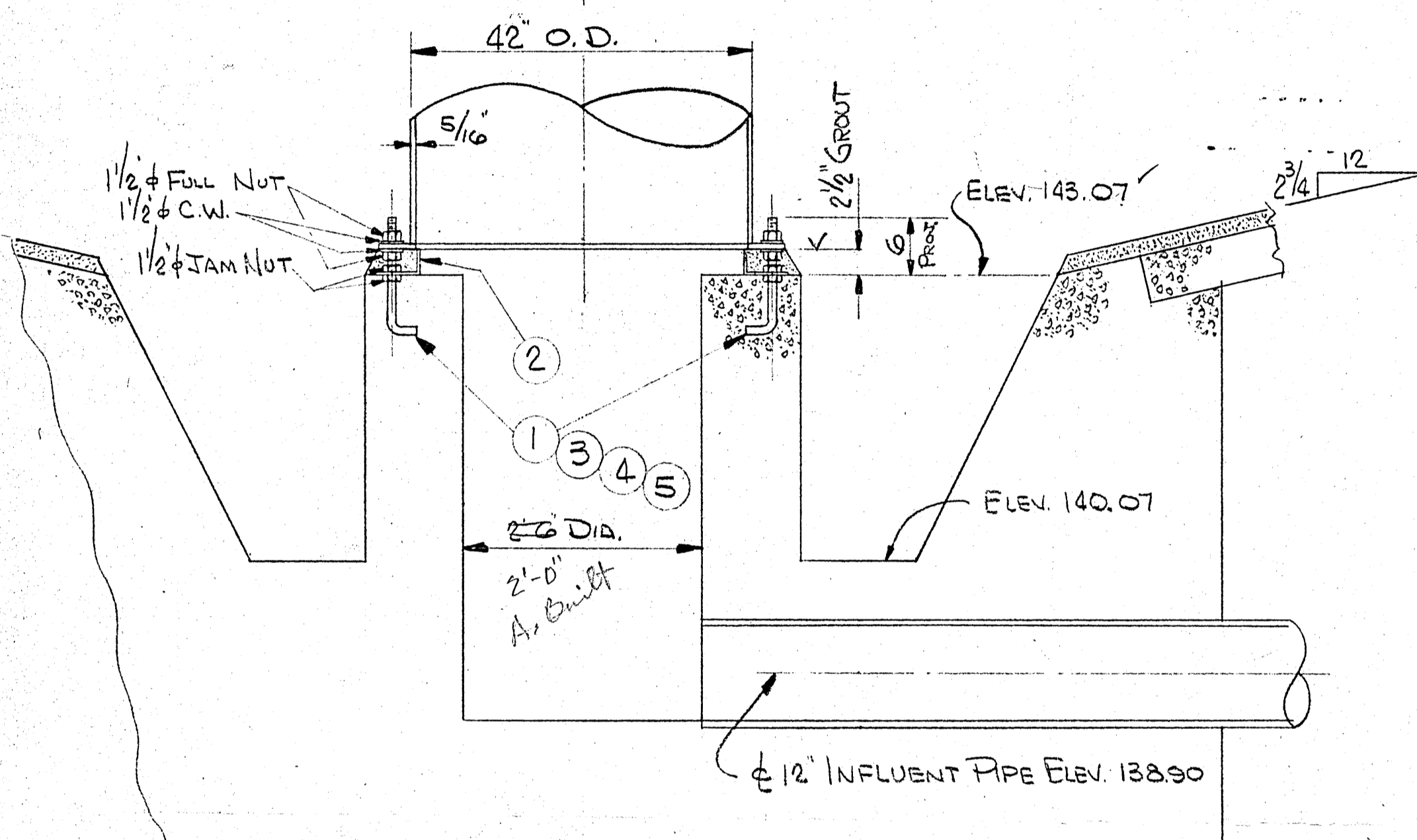
| LIST OF COMPONENTS | | | | WEIGHT | DRAWING NO. |
|---|----------|--------------|---|---------------------------------|---------------|
| REF. SYMBOL | QUANTITY | PART NUMBER | PART NAME OR MATERIAL SPEC. AND DESCRIPTION | MATERIAL SPEC. (ENGR. STD. NO.) | LENGTH (FEET) |
| ANCHOR BOLT LOCATIONS | | | | | |
| | | Ø2 | | | |
| NOTE: REFERENCE SYMBOLS, WHERE SHOWN, ARE TO ASSIST IN LOCATING COMPONENTS IN DIFFERENT VIEWS OF THIS DRAWING. ONLY. ALL LENGTHS ARE FINAL LENGTHS UNLESS SPECIFIED AS ROUGH ("RSH"). | | | | | |
| STAINLESS STEEL ANCHOR BOLTS FURNISHED BY REX AND SET BY OTHERS (MATERIAL REQUIRED FOR ALL TANKS) | | | | | |
| 1 | 24 | 103-50387-17 | S.S. ANCH. BOLT 1 1/2" | 316 | |
| 2 | 2 | 503-40406-80 | TEMPLATE | | |
| 3 | 48 | | S.S. FULL NUT 1 1/2" | 316 | |
| 4 | 48 | | S.S. C.W. 1 1/2" | 316 | |
| 5 | 48 | | S.S. JAM NUT 1 1/2" | 316 | |
| 6 | 32 | 103-50387-12 | S.S. ANCH. BOLT 1" | 316 | |
| 7 | 4 | 365592-104 | TEMPLATE | | |
| 8 | 88 | | S.S. FULL NUT 1" | 316 | |
| 9 | 88 | | S.S. C.W. 1" | 316 | |
| 10 | 64 | | S.S. JAM NUT 1" | 316 | |
| 11 | 4 | CAT. 6012 | 3/4" RAN. SABER. TOOTH | | |
| 12 | 4 | | S.S. 3/4" CAP SCR | 316 | 0 3 |
| 13 | 4 | | S.S. C.W. 3/4" | 316 | |



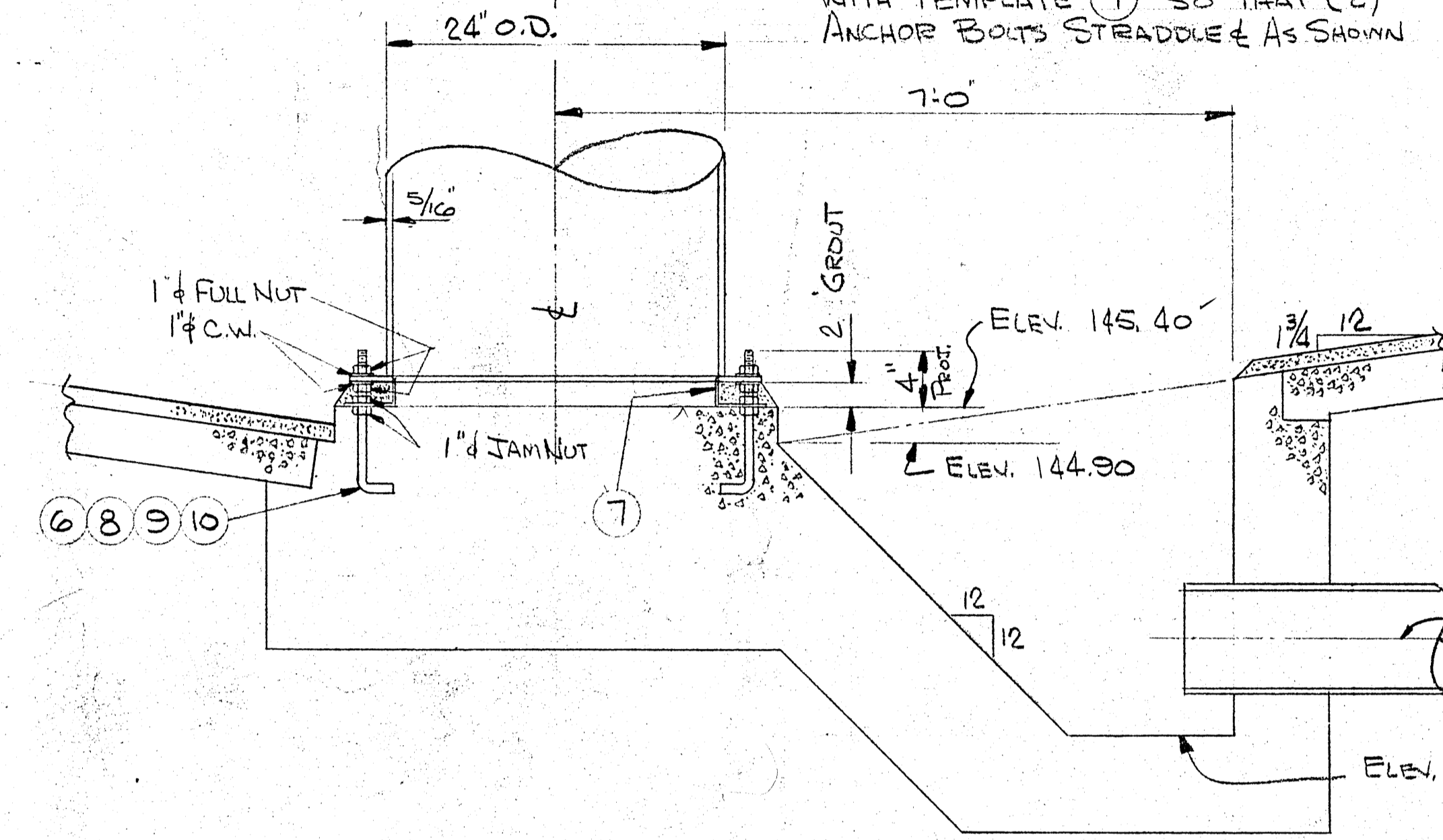
(12) 1 1/2" DIA. HOOKED ANCH. BOLTS EQUALLY SPACED AND LOCATED WITH TEMPLATE (2) SO THAT (2) ANCH. BOLTS STRADDLE & AS SHOWN



(6) 1" DIA. HOOKED ANCH. BOLTS EQUALLY SPACED AND LOCATED WITH TEMPLATE (7) SO THAT (2) ANCHOR BOLTS STRADDLE & AS SHOWN



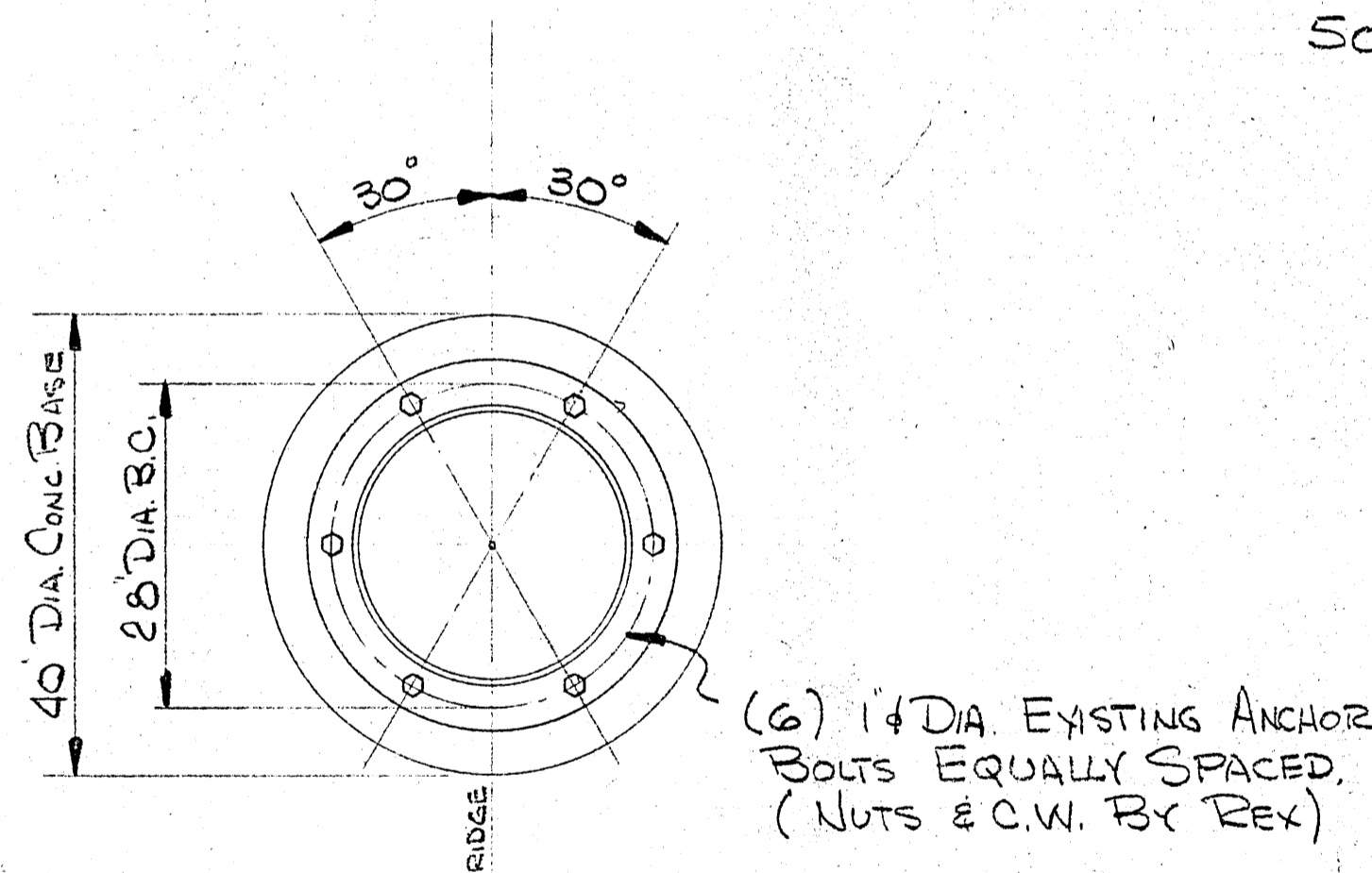
ANCHOR BOLT LOCATION FOR (2) (UNIT 3) 45" Ø THICKENERS. (CLARIFIER)



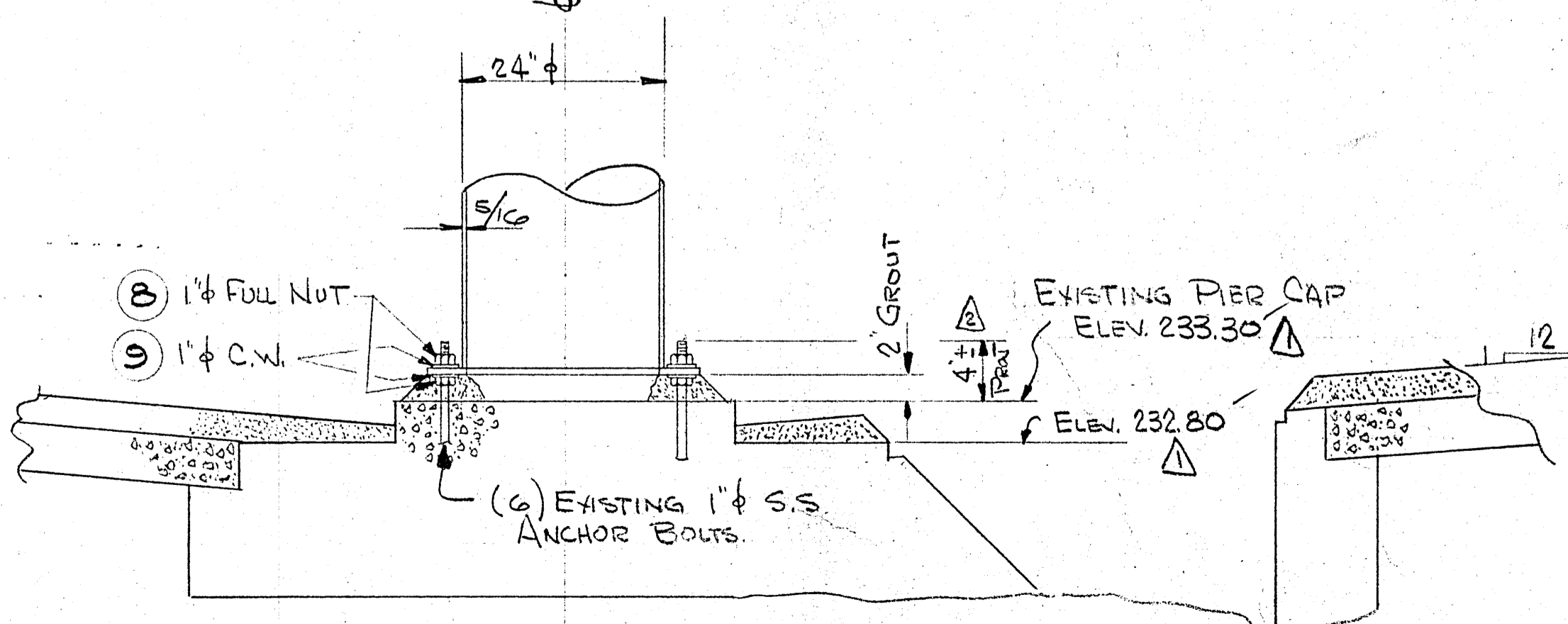
ANCHOR BOLT LOCATION FOR (4) (UNIT 1) 50" Ø THICKENERS (SETTLING BASIN)

☆ = GEN. CONT. TO FURNISH THESE DIMENSIONS

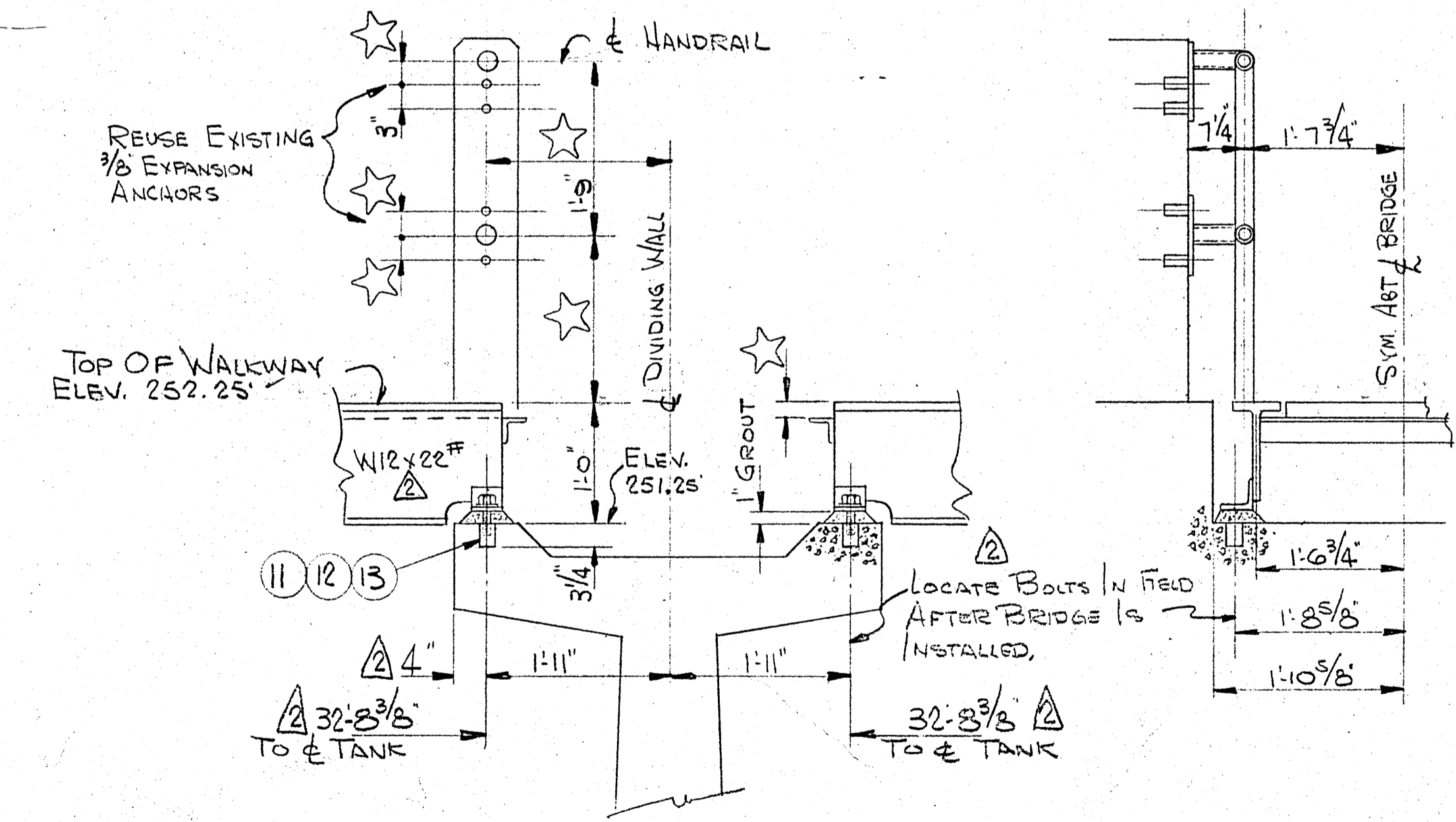
145.40
145.17
145.57



(6) 1" DIA. EXISTING ANCHOR BOLTS EQUALLY SPACED. (NUTS & C.W. BY REX)



ANCHOR BOLT LOCATION FOR (2) (UNIT 2) 67" Ø SEDIMENTATION BASINS. (EXISTING)



BRIDGE ANCHOR BOLT LOCATION FOR (2) (UNIT 2) 67" Ø SEDIMENTATION BASINS (EXISTING)

AS CONSTRUCTED

Started.....Completed.....

In Service.....Recorded.....

Recommended.....Approved.....

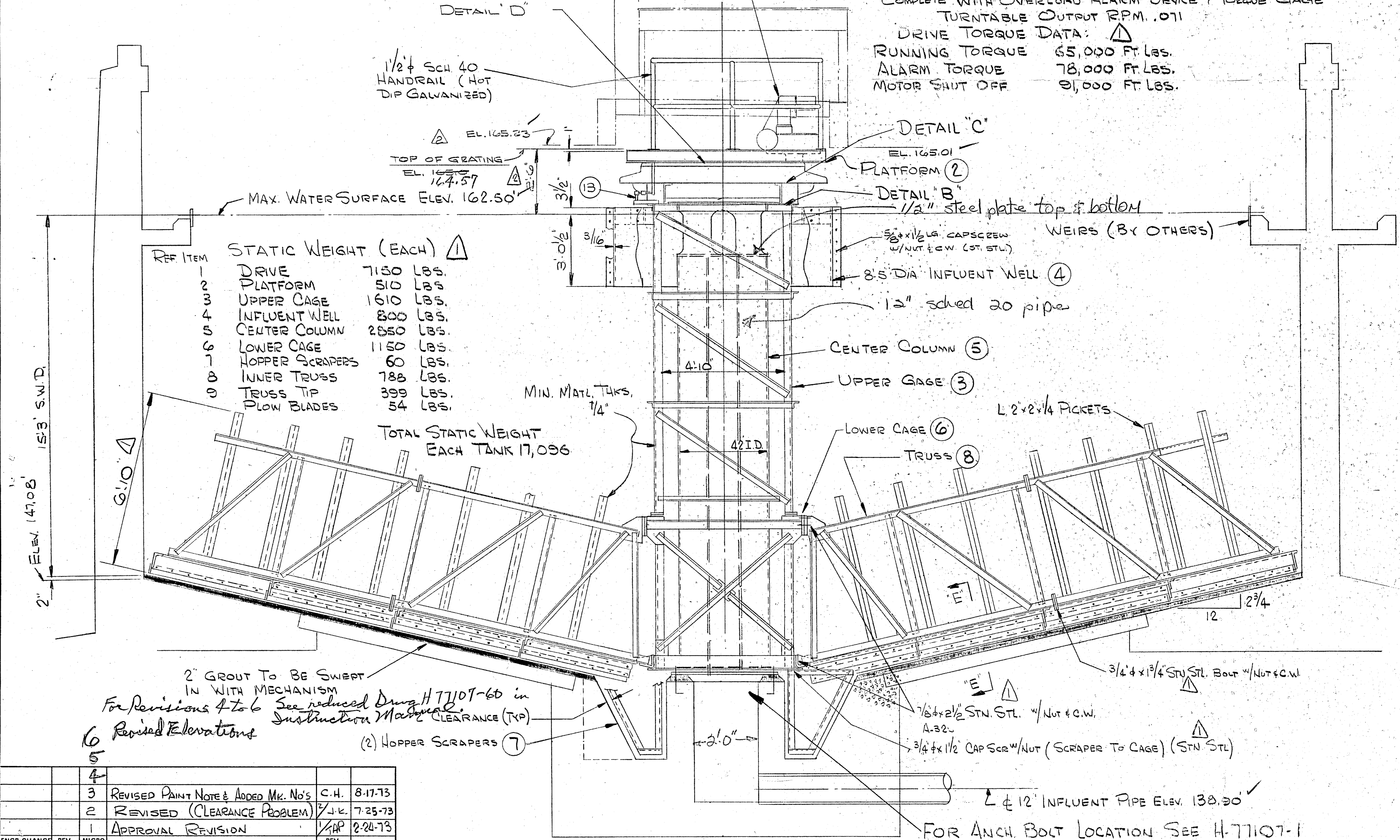
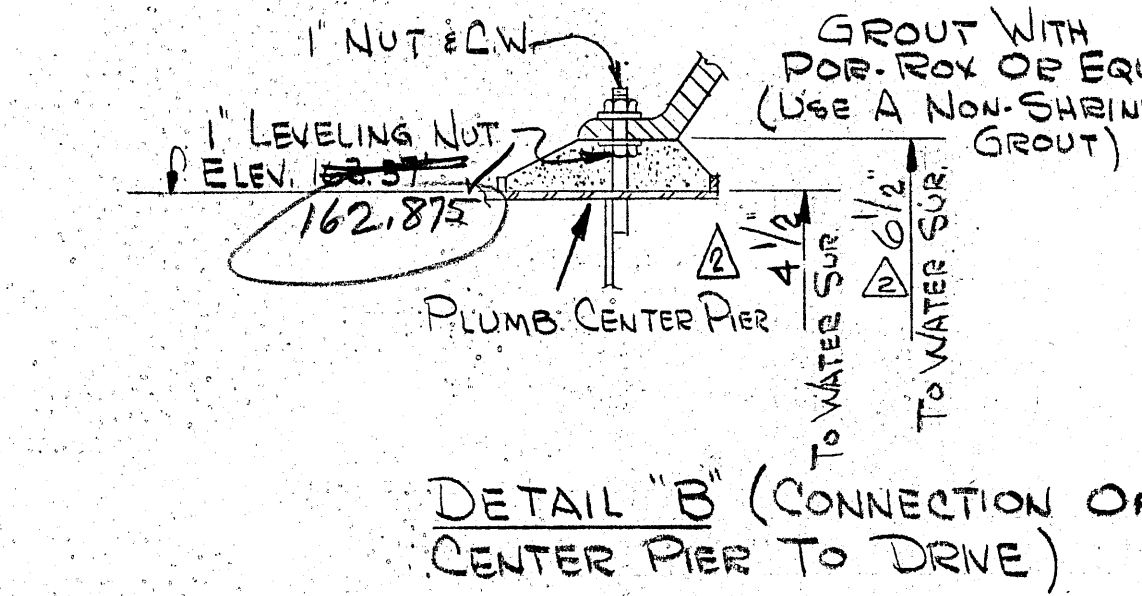
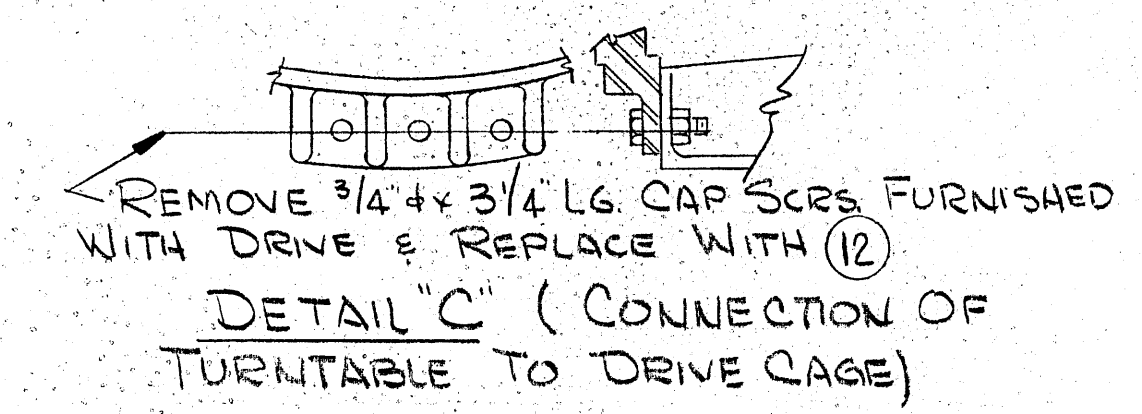
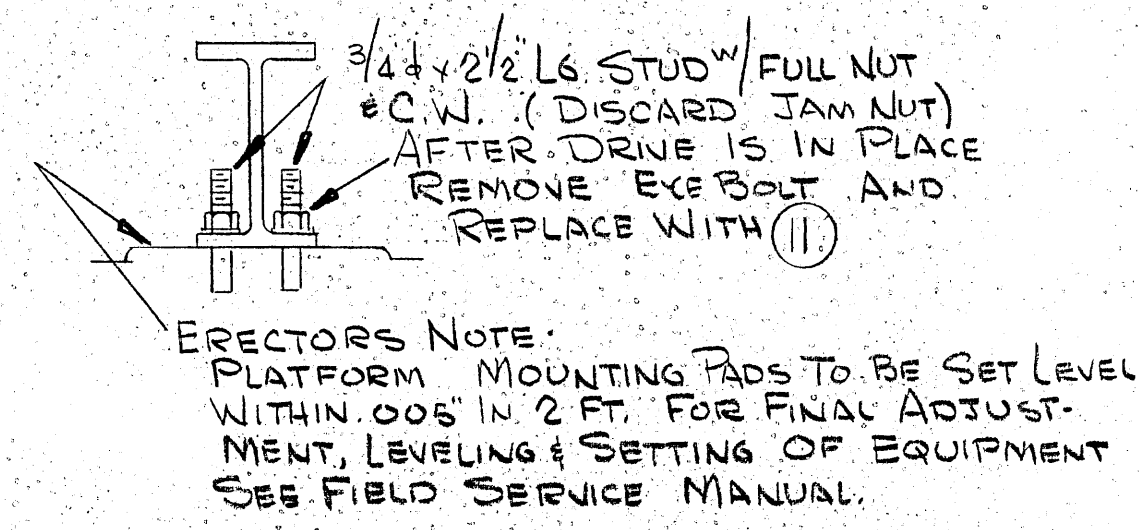
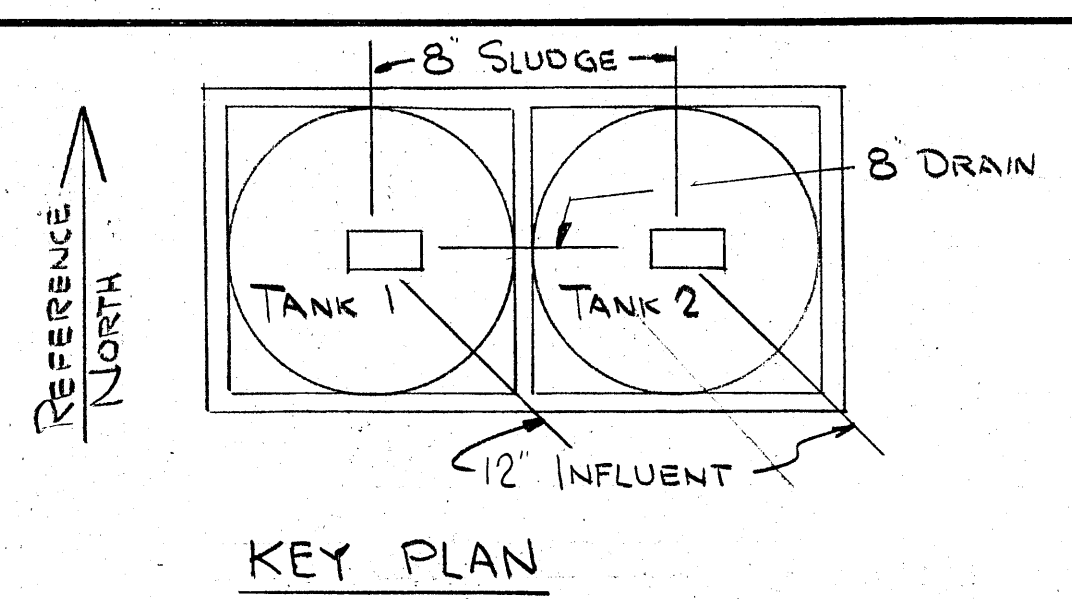
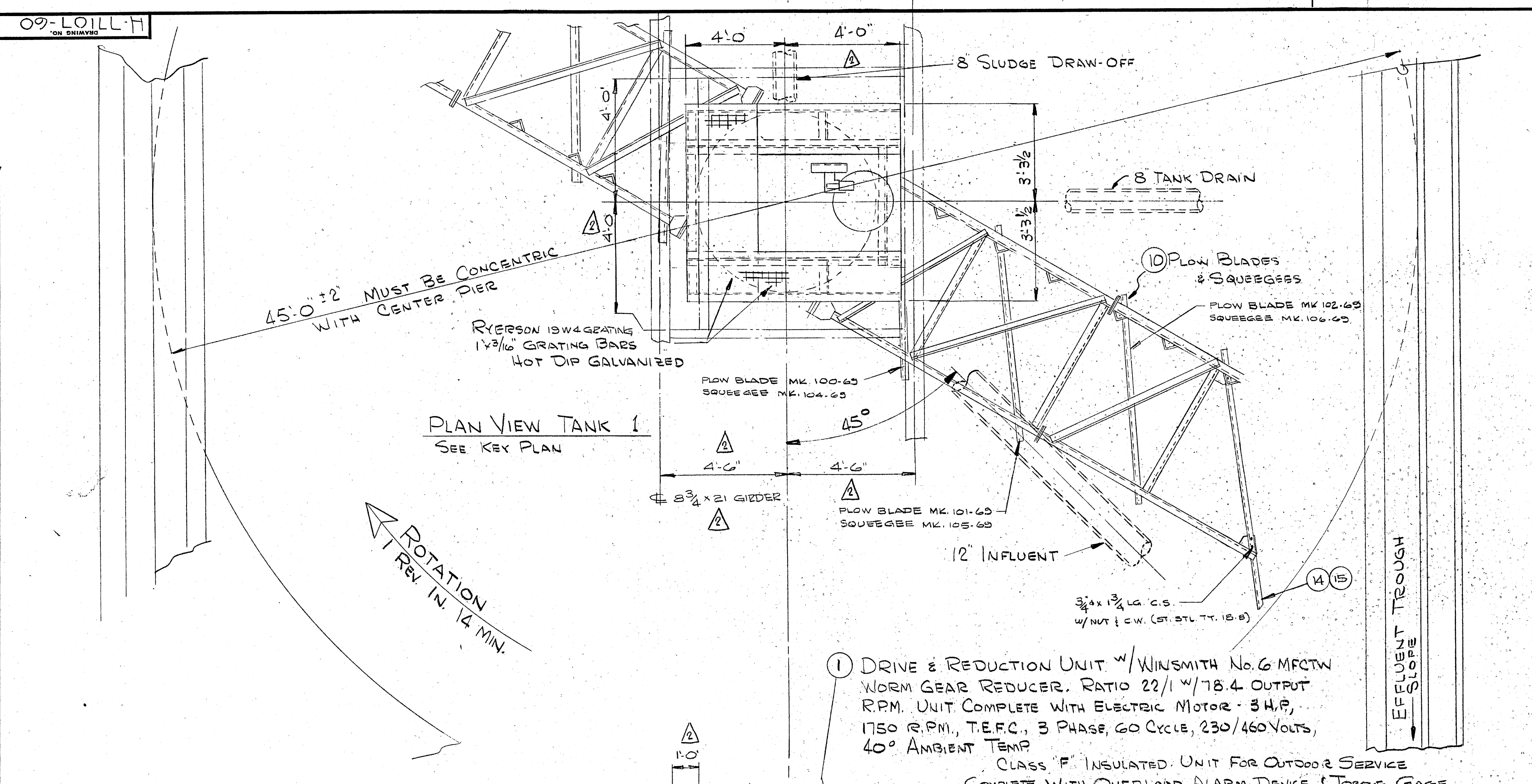
Spec. No.....Contractor.....

| | | | |
|---|---|----------------------------|-----------------------------|
| SOBRANTE FILTER PLANT RECLAMATION FACILITY SPECIFICATION 1275 | | SCALE 3/4"=1'-0" | TITLE ANCHOR BOLT LOCATIONS |
| CUSTOMER Elmer J. FREEDY | LOCATION EAST BAY, OAKLAND CA | CUST. ORDER NO. 4-338 | DATE 7/5/73 |
| ENGR. OR MAT'L. SPEC. CITY STAFF | EST. NO. 50538 | APP'D. EJR | UNIT 02 |
| PROC. SPEC. | CONFIDENTIAL - ALL RIGHTS RESERVED - PROPERTY OF REX CHAINBELT INC. | PROJ. ENGR. H. J. L. H. L. | PART OR ORDER NO. 4-77107 |
| | ENVIRONMENTAL CONTROL GROUP WAUKESHA, WISCONSIN 53186 | DATE ISSUED 7/5/73 | DRAWING NO. 4-77107-1 |
| DIST'N. | MADE FROM | FORM NO. 12-12C | |

| NO. | DATE | DESCRIPTION OF REVISION |
|-----|---------|-----------------------------|
| 1 | 2-23-73 | APPROVAL REVISION |
| 2 | 1-23-73 | REVISION PER APPROVAL DWGS. |

51628.4-8

| LIST OF COMPONENTS | | WEIGHT | DRAWING NO. | | | |
|---|----------|-------------------|---|-------------------------------|-------------|--------|
| GENERAL ARRANGEMENT OF 45 SQ. THICKENER (2 TANKS) | | 3 | H-77107-60 | | | |
| ORDER NO. | | H-77107 | | | | |
| REFERENCE DRAWING NOS. | | | | | | |
| REF. SYMBOL | QUANTITY | PART NUMBER | PART NAME OR MATERIAL SIZE AND DESCRIPTION | MATERIAL SPEC. (SEE STD. NO.) | LENGTH FEET | INCHES |
| MATERIAL READ FOR ONE TANK (2 READ) | | | | | | |
| 1 | 1 | H-77107-71 | H-130 DRIVE ASSY. | | | |
| 2 | 2 | | DRIVE PLATFORM & HANDRAILING | | | |
| 3 | 2 | H-77107-65 | UPPER CAGE | | | |
| 4 | 2 | | INFLUENT WELL | | | |
| 5 | 2 | H-77107-63 | CENTER COLUMN | | | |
| 6 | 2 | H-77107-66 | LOWER CAGE | | | |
| 7 | 2 | H-77107-70 MK.100 | HOPPER SCRAPER | | | |
| 8 | 2 | H-77107-64 | TRUSS | | | |
| 9 | 2 | | FLOW BLADES & SQUEEGEES | | | |
| 10 | 2 | H-77107-69 | FLOW BLADES & SQUEEGEES | | | |
| 11 | 4 | | 3/4" x 2" LG. CAP SCR. / L.W. | | | |
| 12 | 12 | | 3/4" x 3/4" LG. CAP SCR. / NUT & L.W. STAINLESS STEEL | | | |
| 13 | 2 | H-77107-4 MK.101 | CATHODIC PROTECTION | | | |
| 14 | 2 | H-77107-70 MK.101 | TIP FLOW BLADE | | | |
| 15 | 2 | H-77107-69 MK.107 | TIP SQUEEGEE | | | |



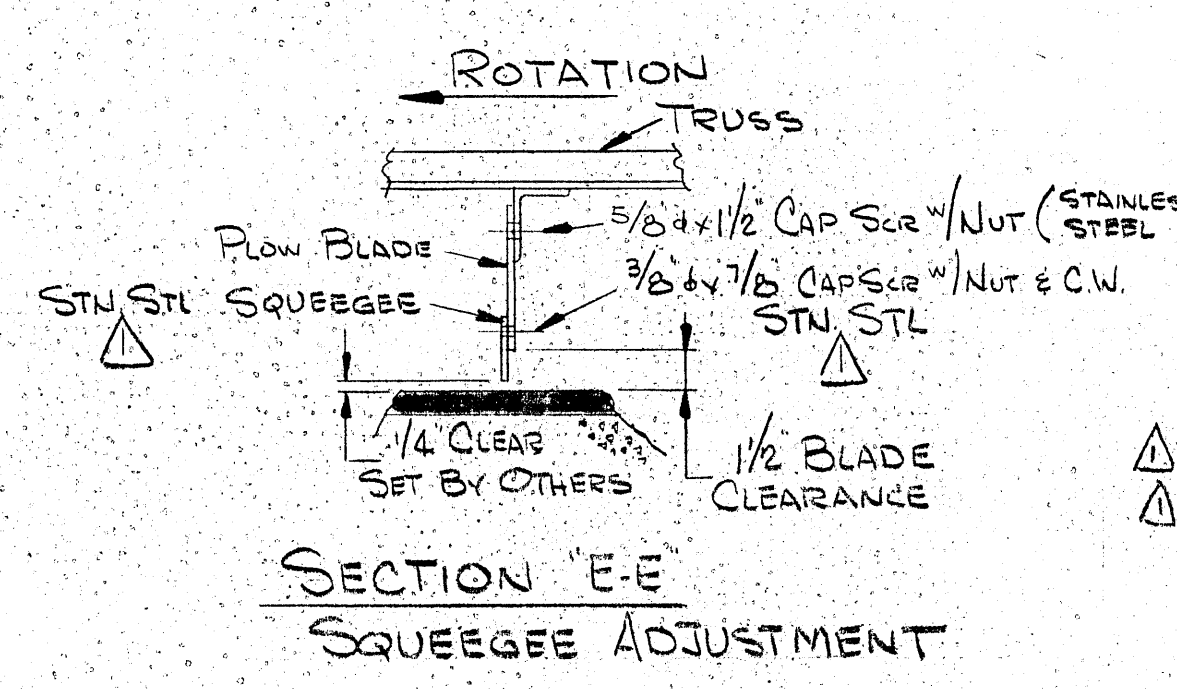
CUSTOMER'S NOTE:
WE WILL NOT FURNISH ANY ELECTRICAL CONTROLS OTHER THAN SPECIFIED. WIRING OF MOTORS OR CONTROLS, WEIRS, BAFFLES, GATES, FLOOR PLATES OR GRATING OTHER THAN ON PLATFORM, PIPING, VALVES, PUMPS, GROUT, FIELD PAINT OR PAINTING OR FIELD ERECTION OTHER THAN SPECIFIED IN CONTRACT.

SUPERVISION OF ERECTION AND OR INSPECTION:
SERVICE OF OUR FACTORY REPRESENTATIVE WILL BE FURNISHED IN ACCORDANCE WITH THE TERMS OF OUR CONTRACT WITH THE CUSTOMER. FOR DIMS NOT SHOWN REFER TO ENGINEER'S DRAWINGS.

PAINT NOTE:
SHAFTING AND EXPOSED MACHINED SURFACES TO RECEIVE ONE COAT MOBIL ARMA #633, GALVANIZED AND NON-FERROUS MATERIALS TO REMAIN UNPAINTED, DRIVE UNITS AND CONTROLS TO REMAIN UNPAINTED, STANDARD.
ALL SUBMERGED & NON-SUBMERGED STRUCTURAL SHAPES & PLATES WILL BE CLEANED BY SANDBLASTING PER SSPC-SP-63 FOLLOWED BY: ONE PRIME COAT OF MOBIL H-1 BUILD EPOXY #78-W-3 (WHITE) TO A DRY FILM THICKNESS OF 6 MILS AND ONE FINISH COAT OF MOBIL H-1 BUILD EPOXY #78-F-34 (GREY) TO A DRY FILM THICKNESS OF 6 MILS. FINISHED DRY FILM THICKNESS TO BE NOT LESS THAN 12 MILS.

CATHODIC PROTECTION:
MOBIL POWER SYSTEMS, INSUL-8-BAR FOR SIDE CONTACT. TWO (2) CONTACT POSITIONS (180°), STATIONARY CONTACT ON PLATFORM WITH ROTATING BAR SUPPORTED FROM CAGE. POWER SOURCE & WIRING BY OTHERS.

SHOP NOTE:
SHOP ASSEMBLE & OPERATE DRIVE UNITS & TURN TABLE IN SHOP BEFORE SHIPPING.
SHOP ASSEMBLE TRUSS ARMS TO CENTER CAGE AND MATCH MARK BEFORE SHIPPING.



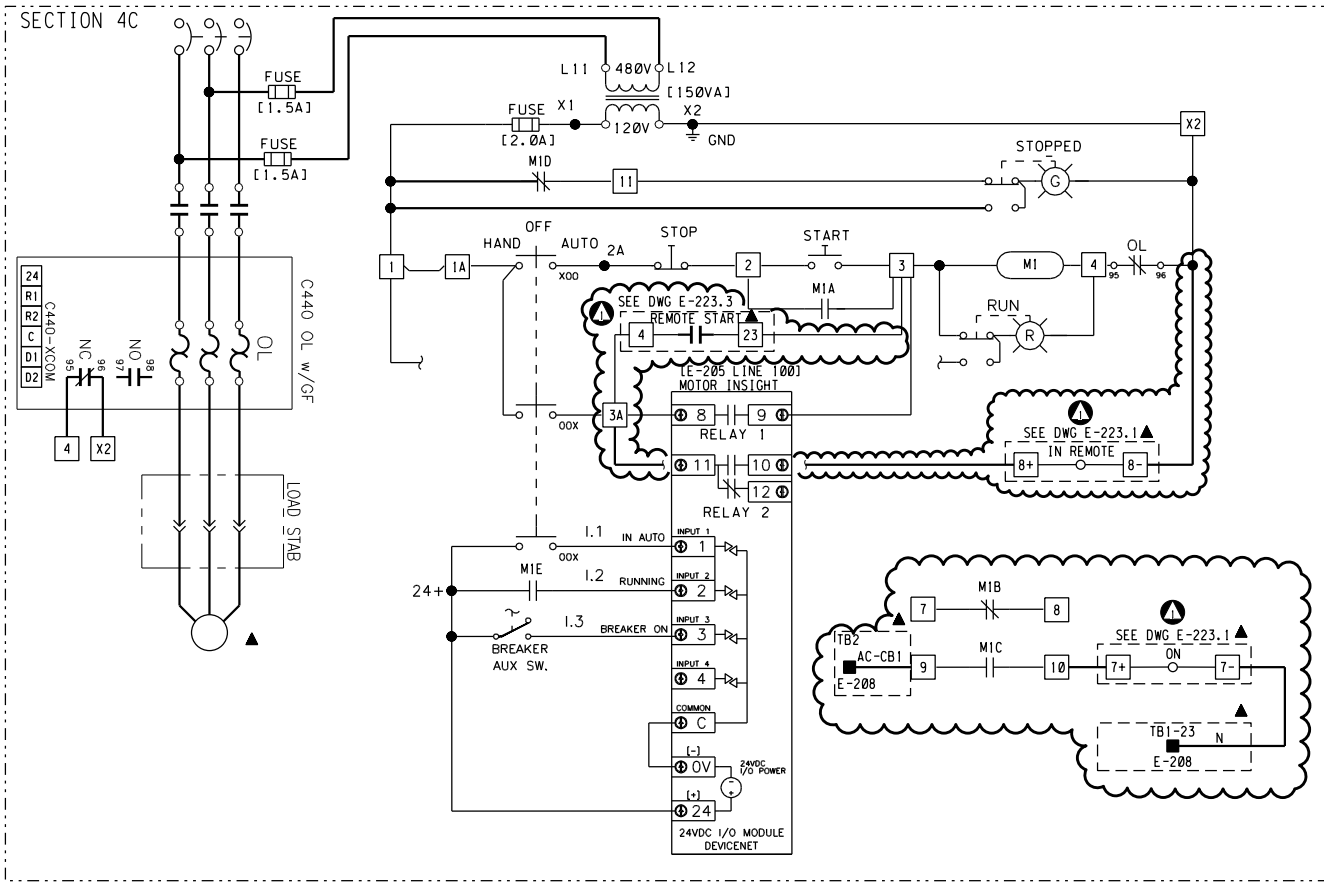
| AS CONSTRUCTED | |
|-----------------|--------------------|
| Started 11-1-72 | Completed 12-31-74 |
| In Service | Records |
| Recommended | Approved |
| Spec. No. 1275 | Contractor |

Note: For Revisions 4 to 6 See reduced Drawing H-77107-60 in Instruction Manual

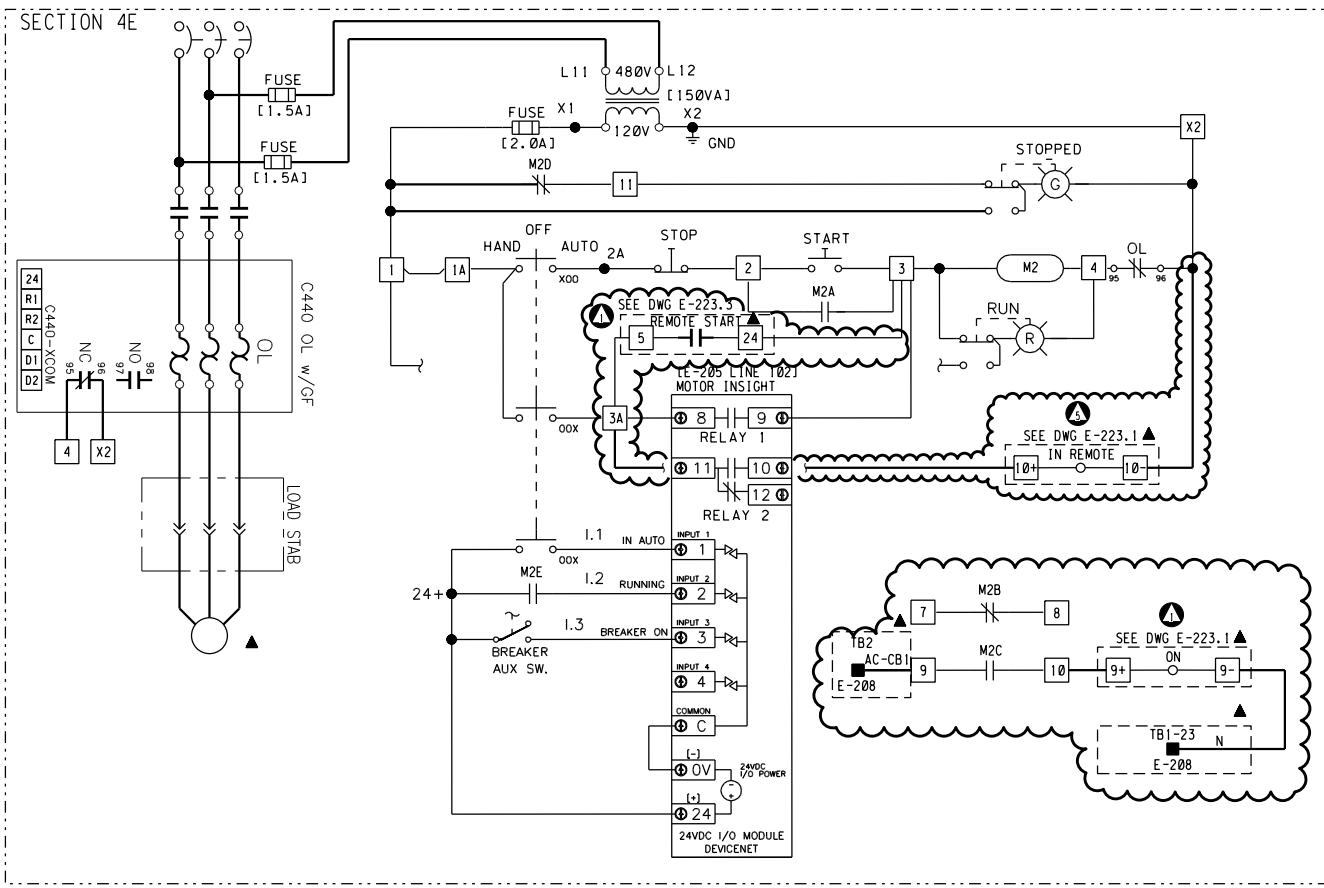
SOBRIANTE FILTER PLANT
RECLAMATION FACILITY
SPECIFICATION 1275

| CUSTOMER | LOCATION | SCALE | TITLE |
|---|-----------------------------|---------------------------------|--|
| ELMER J. FREETHY | EAST BAY, OAKLAND, CALIF. | 3/8" = 1'-0" | GENERAL ARRANGEMENT OF 45' SQ. THICKENER |
| ENGR. OR MAT'L. SPEC. | EAST BAY MUNICIPAL DISTRICT | DIM. IN INCHES IF NOT SPECIFIED | H-130 DRIVE |
| PROJ. SPEC. | REB-50538 | DATE | 2 TANKS |
| CONFIDENTIAL - ALL RIGHTS RESERVED - PROPERTY OF REX CHAINBELT INC. | | APP'D. [Signature] | UNIT 3 |
| ENVIRONMENTAL CONTROL GROUP WAUKESHA, WISCONSIN 53186 | | PROJ. ENGR. HOLSEN | PART OR ORDER NO. 31628.4-12 |
| DIST'N. | MADE FROM | DATE | DRAWING NO. H-77107 |
| | | PROJ. CODE | H-77107-60 |

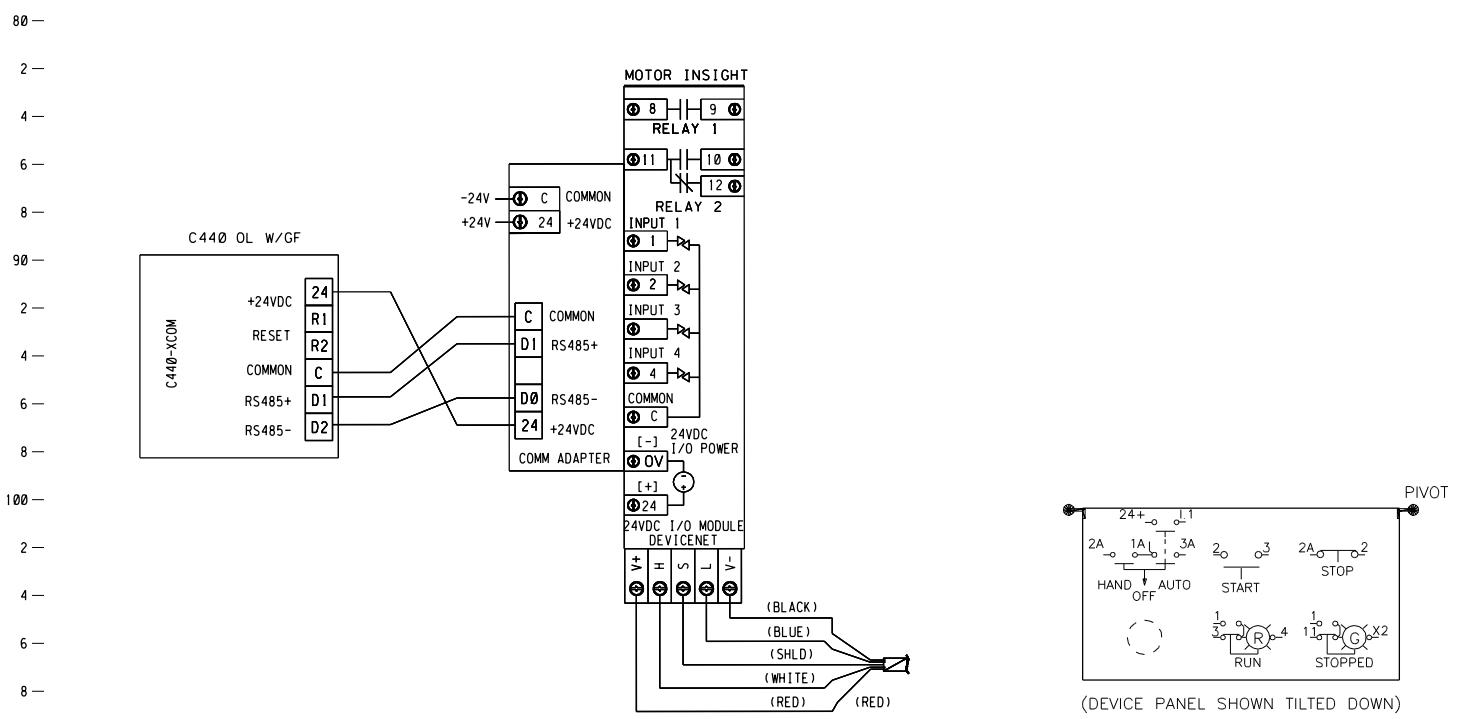
| REVISION | DESCRIPTION | DATE |
|----------|-------------------------------------|---------|
| 3 | REVISED PAINT NOTE & ADDED MK. NO'S | 8-17-73 |
| 2 | REVISED (CLEARANCE PROBLEM) | 7-25-73 |
| 1 | APPROVAL REVISION | 2-20-73 |



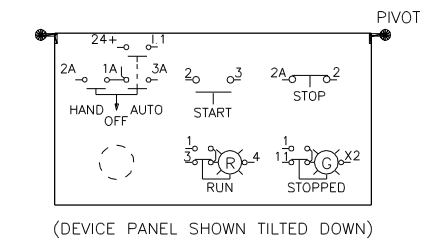
SCRAPER 5 (CLARIFIER #1) CONTROL SCHEMATIC



SCRAPER 6 (CLARIFIER #2) CONTROL SCHEMATIC



TYPICAL DEVICENET COMMUNICATION DIAGRAM



TYPICAL MCC MOTOR STARTER PANEL

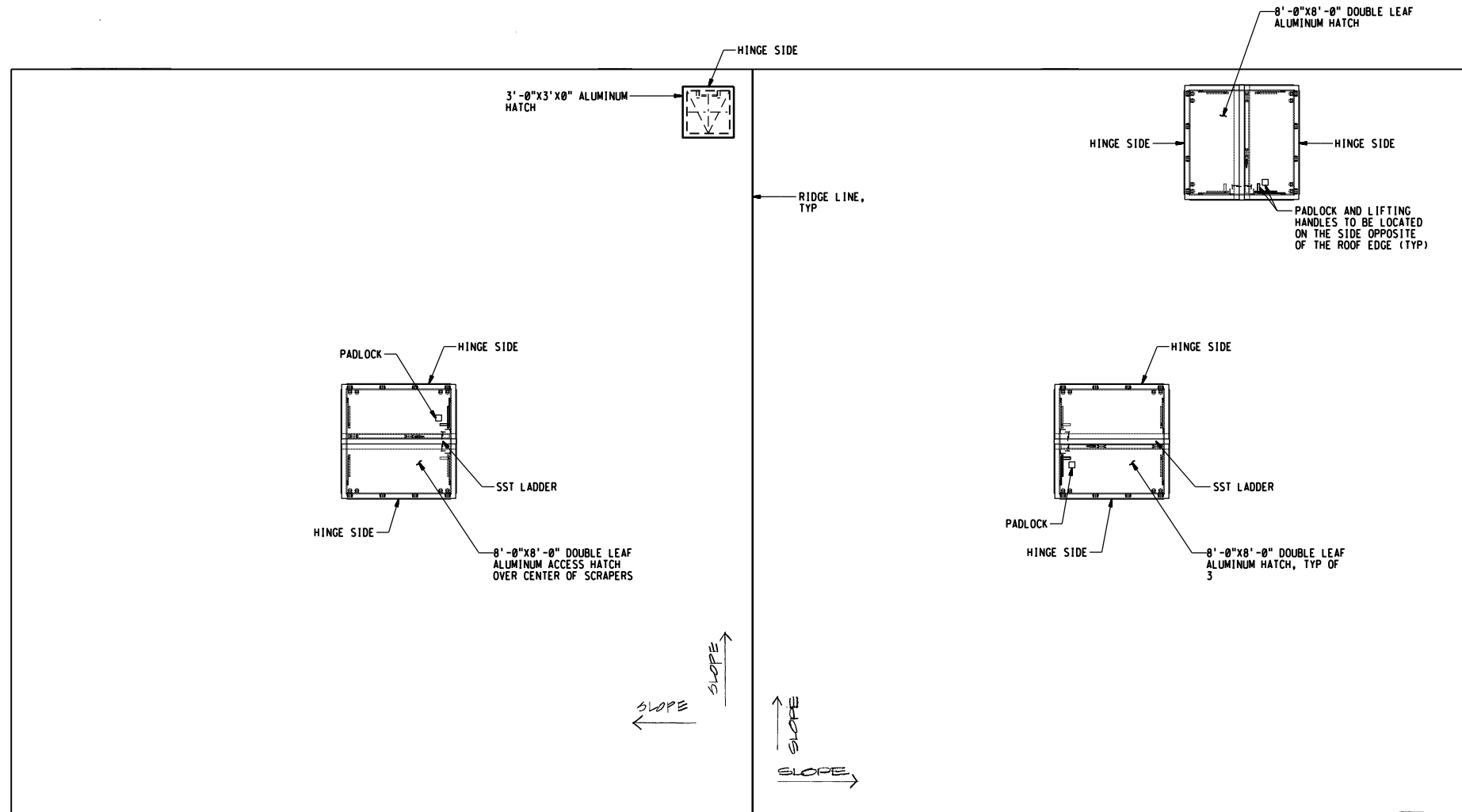
- ⓧ TERMINAL POINT IN MCC WIREWAY
- TERMINAL POINT IN SLUDGE CONTROL PANEL
- ▲ INDICATES DEVICE LOCATED OUTSIDE MCC

USER: pccr\gso
DATE: 30-APR-2020 13:15
FILE: H:\str\mnt-ss\br\ntes\05_31\50531E2032.R01

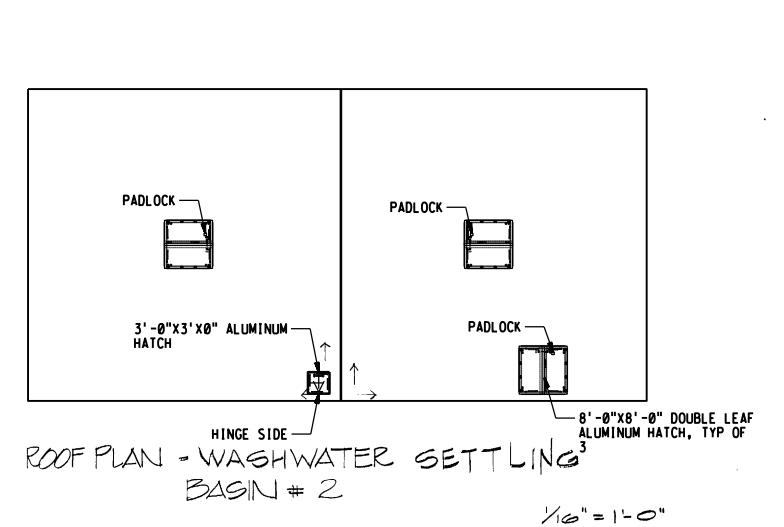
3" ON ORIGINAL DOCUMENT
0 1 2 3

| | | | | | |
|-----|-----------|------------------------------------|-----|------|------|
| NO. | DATE | REVISION | BY | REC. | APP. |
| 1 | 28APR2020 | REVISED PER SPEC 2134 & RENUMBERED | CGA | ST | |

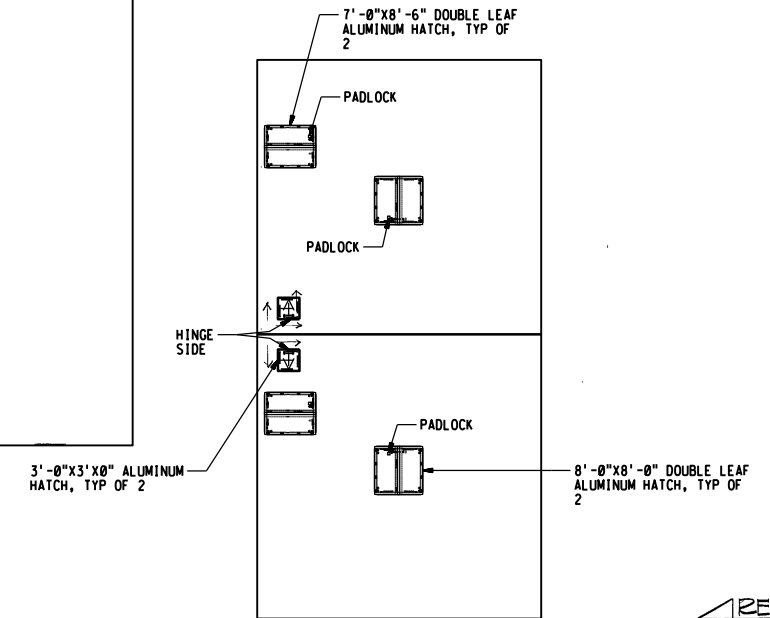
| | | | |
|--|---|--|----------------|
| FORMERLY KNOWN AS DWG NO. 505.33-E-204.1, REV0 | | | |
| DESIGNED BY | — | EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA | |
| DESIGN CHECKED BY | — | SOBRANTE WATER TREATMENT PLANT SOLIDS PUMPING PLANT ELECTRICAL | |
| DRAWN BY | — | CLARIFIER SCRAPER - MOTOR SCHEMATIC | |
| A COPY OF THE ORIGINAL DRAWING WITH ORIGINAL SIGNATURES CAN BE FOUND IN ENGINEERING RECORDS. | | | |
| RECOMMENDED: | — | PROJ. NO. | 505.31-E-203.2 |
| APPROVED: | — | SCALE | AS SHOWN |
| | | DATE | 10FEB2016 |
| | | STRUCT. | DISC. |
| | | NUMBER | 1 |
| | | REV. | |



ROOF PLAN - WASHWATER SETTLING BASIN # 1
 3/16" = 1'-0"



ROOF PLAN - WASHWATER SETTLING BASIN # 2
 1/16" = 1'-0"



ROOF PLAN - CLARIFIER
 1/16" = 1'-0"

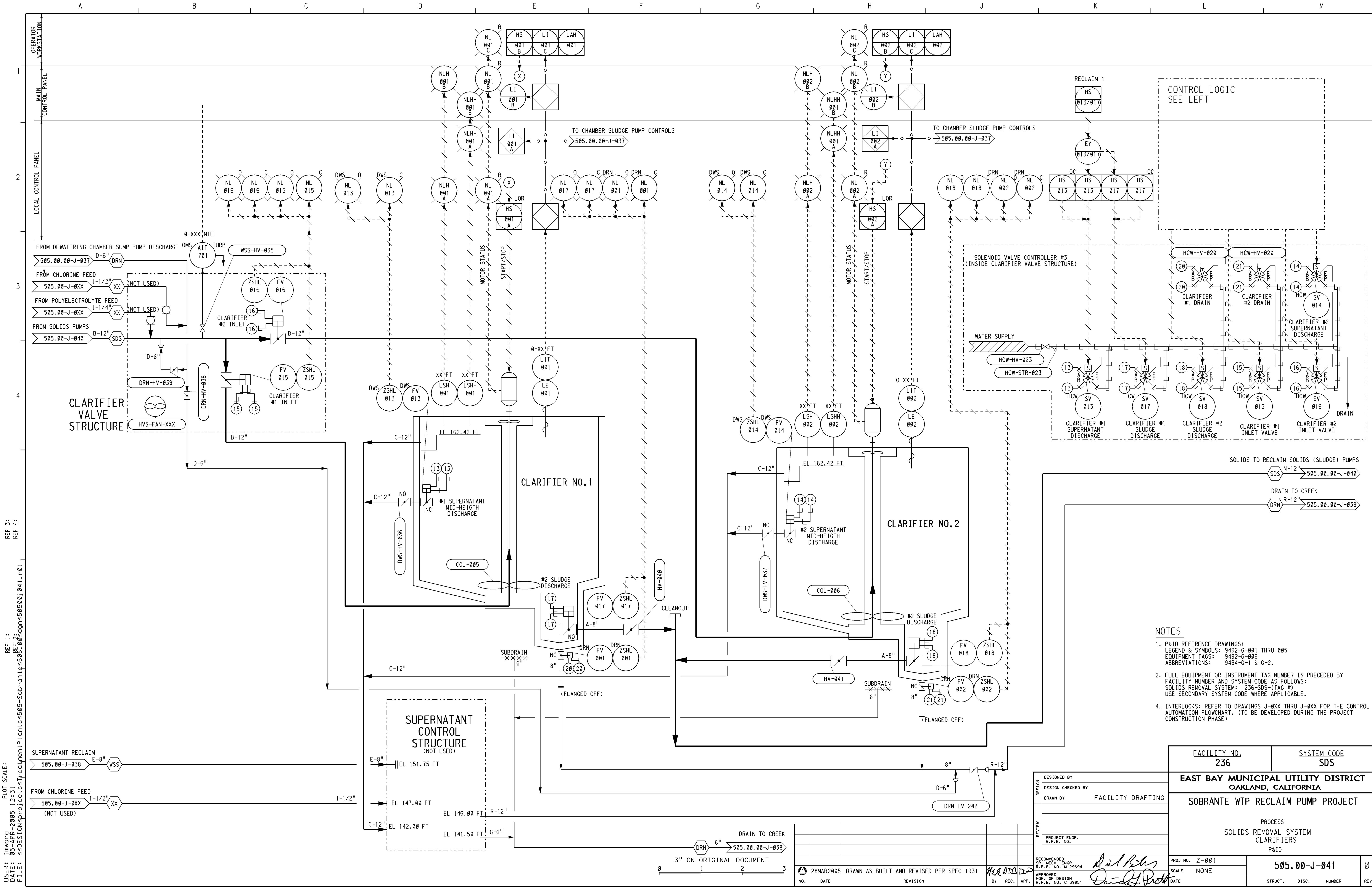
USER: mdbrown
 DATE: 12-AUG-2020 08:21
 FILE: H:\str\m\issobrantes505_30550530400305.R00



3" ON ORIGINAL DOCUMENT
 0 1 2 3

| NO. | DATE | REVISION | BY | REC. | APP. |
|-----|------|----------|----|------|------|
| | | | | | |
| | | | | | |
| | | | | | |

| | | | |
|--|---|-----------------|---------------------------|
| DESIGNED BY <i>Hoi Wong</i> HOI L. WONG | EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA | | |
| DESIGN CHECKED BY <i>Jesus Camarena</i> JESUS CAMARENA | SOBRANTE WATER TREATMENT PLANT RECLAMATION FACILITY ARCHITECTURAL | | |
| DRAWN BY FACILITY DRAFTING | CLARIFIER & WASHWATER SETTLING BASINS ROOF PLAN | | |
| PROJECT MANAGER R.P.E. NO. C19281 <i>Najee Jalali</i> NAJEE JALALI | PROJ. NO. | 505.30-A-003.05 | 0 |
| PROJECT ENGINEER R.P.E. NO. C52321 <i>Matthew Y. Goutran</i> MATTHEW Y. GOUTRAN | SCALE | AS SHOWN | |
| RECOMMENDED BY SENIOR CIVIL ENGR. R.P.E. NO. C38146 <i>Paul M. Franceschi</i> PAUL M. FRANCESCHI | DATE | 10AUG2020 | STRUCT. DISC. NUMBER REV. |
| APPROVED BY MGR. OF DESIGN R.P.E. NO. C48598 <i>S. Teeratrakul</i> SERGE Y. TEERATRAKUL | | | |



CONTROL LOGIC
SEE LEFT

SOLENOID VALVE CONTROLLER #3
(INSIDE CLARIFIER VALVE STRUCTURE)

- NOTES**
- P&ID REFERENCE DRAWINGS:
LEGEND & SYMBOLS: 9492-G-001 THRU 005
EQUIPMENT TAGS: 9492-G-006
ABBREVIATIONS: 9494-G-1 & G-2.
 - FULL EQUIPMENT OR INSTRUMENT TAG NUMBER IS PRECEDED BY FACILITY NUMBER AND SYSTEM CODE AS FOLLOWS:
SOLIDS REMOVAL SYSTEM: 236-SDS-(TAG #)
USE SECONDARY SYSTEM CODE WHERE APPLICABLE.
 - INTERLOCKS: REFER TO DRAWINGS J-0XX THRU J-0XX FOR THE CONTROL AUTOMATION FLOWCHART. (TO BE DEVELOPED DURING THE PROJECT CONSTRUCTION PHASE)

FACILITY NO. 236 SYSTEM CODE SDS

**EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA**

SOBRANTE WTP RECLAIM PUMP PROJECT

PROCESS
SOLIDS REMOVAL SYSTEM
CLARIFIERS
P&ID

PROJ NO. Z-001 SCALE NONE

505.00-J-041 01

| | |
|--------------------|-------------------|
| DESIGNED BY | |
| DESIGN CHECKED BY | |
| DRAWN BY | FACILITY DRAFTING |
| PROJECT ENGR. | |
| R.P.E. NO. | |
| RECOMMENDED | |
| SP. MECH. ENGR. | |
| R.P.E. NO. N 29694 | |
| APPROVED | |
| NO. OF DESIGN | |
| R.P.E. NO. C 39851 | |

| | | | | |
|-----------|--|----------|----|-----------|
| 28MAR2005 | DRAWN AS BUILT AND REVISED PER SPEC 1931 | | | |
| NO. | DATE | REVISION | BY | REC. APP. |

OPERATOR WORKSTATION
MAIN CONTROL PANEL
LOCAL CONTROL PANEL

REF 3:
REF 4:

REF 1:
REF 2:
REF 3:
REF 4:

USER: jmwong
DATE: 05-APR-2005 12:31
FILE: s:\DESIGN\projects\reclaim\plant\antis\505-00\sgms50500j\041.r01

PLOT SCALE:

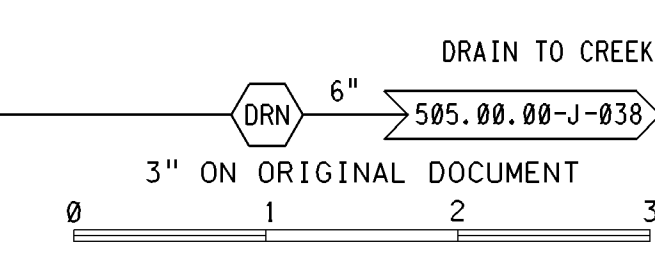




EXHIBIT A
RFP RESPONSE PACKET



EXHIBIT A
RFP RESPONSE PACKET
RFP For – FMC734-26-01 Sobrante Water Treatment Plant
Clarifiers Replacement

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”**
 - **EXHIBIT B – INSURANCE REQUIREMENTS FORMS**
 - **EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION**
 - **EXHIBIT F – PUBLIC WORKS FORMS**
 - **EXHIBIT G – CONTRACT EQUITY FORMS**
 -

- **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):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> 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 |
|---|-----------------|--------------------|-----------|---------------|
| Fabrication: Clarifier Drives | Each | 2 | \$ | \$ |
| Labor: Installation, Commissioning, Start-up and Training for Two Clarifier Drives (One Mobilization) | | | \$ | \$ |
| Labor: Removal of Two Clarifier Drives | | | \$ | \$ |
| | | | | |
| 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. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Equipment/System:** RFP response shall include a description of the proposed equipment/system, 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 possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of

the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
6. **Evidence of Qualification Testing:** RFP response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFP. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
7. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
8. **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.

9. **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.**
- (c) Any deviation from the contract documents not specifically requested and clearly identified, although accepted through oversight, may be rejected at any stage of the Work. The Contractor shall, at its own expense, reconstruct all work affected by the later rejection of a contract deviation that was not specifically called out and explained for review and acceptance by the District as detailed above.

10. **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 - FMC734-26-01 Sobrante Water Treatment Plant
Clarifiers Replacement

Proposer Name: _____

Proposer must provide a minimum of three (3) references.

| | |
|---|-------------------|
| 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 - FMC734-26-01 Sobrante Water Treatment Plant
Clarifiers Replacement

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. | <i>Proposer takes exception to...</i> |
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*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.



EXHIBIT B
INSURANCE REQUIREMENTS

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 are provisions 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 coverage 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:
 - a. Each Occurrence Limit (per accident) and in the Aggregate: 2,000,000
 - b. 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. Professional Liability (also known as Errors and Omissions) Insurance Coverage

A. 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.

B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:
Each Claim: \$2,000,000
Aggregate Limit: \$2,000,000

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 claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies 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.

C. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Professional Liability (Errors and Omissions) 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 Professional 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. OMITTED

VI. 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

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 <https://www.cslb.ca.gov/OnlineServices/InsuranceSearch/INSRequest.aspx>) 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/wpnodb.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
Iran Contracting Form



EXHIBIT D
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete ONLY ONE of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). A copy of the written permission from the District is included with our bid or proposal.



EXHIBIT E
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 F
PUBLIC WORKS FORMS



DECLARATION OF ELIGIBILITY TO WORK ON PUBLIC WORKS PROJECTS

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that in connection with bidding on:

The bidder is eligible to bid on public works projects in the State of California;

The bidder is not barred from bidding on or being awarded a contract for public works pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

The bidder has obtained from each and every sub-contractor it intends to employ on this project, a statement of eligibility to work on public works projects in the State of California indicating that the subcontractor is not barred from performing work on a public works project pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

If at any time during the course of performing work for East Bay Municipal Utility District, the contractor (formerly known as the bidder) becomes, or any of its sub-contractors become, ineligible to work on public works projects in the State of California, the contractor will immediately notify East Bay Municipal Utility District of this fact in writing.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____



DECLARATION OF NONCOLLUSION

The undersigned declares, under penalty of perjury under the laws of the State of California, that the bid submitted to the East Bay Municipal Utility District for

is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____



EXHIBIT G
CONTRACT EQUITY PROGRAM

EAST BAY MUNICIPAL UTILITY DISTRICT



**CONTRACT EQUITY PROGRAM
AND
EQUAL EMPLOYMENT
OPPORTUNITY GUIDELINES**

MARCH 2019

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I. CONTRACT EQUITY PROGRAM

The following Contract Equity (CE) Program Guidelines were established to enhance equal opportunities for business owners.

The District provides assistance to all prospective bidders/proposers in obtaining subcontractor participation by all availability groups, including identification of possible business enterprises.

The CE Program requires bidders/proposers to conduct outreach to potential subcontractors to ensure that opportunities to participate in District contracts are publicized as widely as possible. This outreach is intended to broaden the pool of competitive bidders, lower prices to the District, and help achieve diversity among District contractors and subcontractors. The District's expectation is that with bidders'/proposers' Good Faith Outreach Efforts to subcontractors of all races, ethnicities, genders, and sexes, the composition of District contractors and subcontractors will reflect the broad diversity present in the marketplace, consistent with the Contracting Objectives of the CE Program.

Additionally, contractors and workers located in the counties of Alameda, Contra Costa, San Joaquin, Calaveras, Amador and other counties that are directly impacted by District contracts and/or operations, should be targeted in outreach efforts.

A bidder's/proposer's noncompliance with these guidelines may deem its bid or proposal nonresponsive, and therefore, ineligible for contract award.

The requirement of the District's CE Program is that all bidders/proposers **shall document** Good Faith Outreach Efforts in the ten areas set forth in Section A. Section B provides an exemption from this requirement for bidders/proposers who meet the District's Contracting Objectives or obtain a waiver from the District's Contract Equity Administrator.

Materiality: The documentation and certification required by the District are material, will govern the potential contractor and its subcontractors' performance and will be made part of the bid/proposal and the resulting contract with the District.

Nondiscrimination: 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, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including genetic characteristics or cancer), genetic information, marital or domestic partnership status, family or medical leave status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, pregnancy, pregnancy disability leave status, or any other status protected by federal, state and local laws. 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 this clause in all subcontracts.

The Contractor shall post applicable EEO policies and the District's "Working Together With Respect" poster to this effect in its workplace where the District contract is being performed.

Severability: Should any part of the CE Program be declared to be unconstitutional, invalid, or beyond the authority of the District to enter into or carry out, by a final decision of a court or tribunal of competent jurisdiction, such decision shall not affect the validity of the remainder of the Program, which shall continue in full force and effect.

A. GOOD FAITH OUTREACH EFFORTS

All bidders/proposers shall implement all ten of the Good Faith Outreach Efforts listed below which are based on California Public Contract Code Section 2000¹, subject to the provisions of Section B, and are encouraged to attend any pre-solicitation, pre-bid or pre-proposal meetings scheduled by the District to inform all bidders/proposers of the CE Program requirements.

The apparent low bidder/recommended proposer shall submit Form P-041 documenting such Good Faith Outreach Efforts, as applicable, within **2 Work Days** of bid opening time or in accordance with submittal guidelines in the request for proposal, bid document, or Instruction to Bidders.

To demonstrate Good Faith Outreach Efforts in each of the ten areas, the bidder/proposer shall have:

1. ***signed and submitted*** the Contract Equity Program Guidelines Certification, Form P-042, with the bid or proposal documents, certifying that the bidder is informed as to the Program requirements;
2. ***identified and selected*** specific subcontracting, supplying, and trucking areas of the contract to be performed by business enterprises in all availability groups as defined herein;
3. ***advertised*** not less than 10 calendar days before the date the bids/proposals are due, in one or more daily or weekly newspapers, minority, women or other association publications, trade-oriented journals, or other media, specified by the District, for all business enterprises that may be interested in participating in the contract;
4. ***provided*** written notice of interest in bidding/proposing on the contract to a reasonable number of enterprises in all availability groups not less than 10 calendar days before the date the bids/proposals are due. The District's business directory, which includes white men-,

¹The District will apply Section 2000 to include ALL business enterprises (not limited to minority- and women-owned business enterprises); and the term "local agency" in that section has been changed to "District".

white women-, and ethnic minority-owned firms, is available free of charge². A list of agencies that also provide business directories can be found in the appendix of these guidelines;

5. ***followed up*** initial solicitations of interest by contacting the business enterprises to determine with certainty whether the enterprises are interested in performing specific items of the project;
6. ***provided*** interested business enterprises with information about the proposal, plans, specifications, and requirements for the selected subcontracting or material supply work;
7. ***requested*** assistance from community organizations or contractor groups; local, state, or federal business assistance offices, or other organizations that provide assistance in the recruitment and placement of business enterprises, if any is available;
8. ***negotiated*** in good faith with the business enterprises in all availability groups, and did not unjustifiably reject as unsatisfactory bids/proposals prepared by any such business enterprises, as determined by the District;
9. ***advised and/or made*** efforts, where applicable, to assist interested business enterprises in all availability groups in obtaining bonds, lines of credit, or insurance required by the District or potential contractor; and
10. ***implemented*** efforts that the District could reasonably expect to obtain business enterprise participation reflective of the broad diversity of contractors in the marketplace.

B. EXEMPTIONS FROM OUTREACH REQUIREMENTS

1. CONTRACTING OBJECTIVES

The District has Contracting Objectives³ based on the availability of all firms located in the District's geographic market areas that are interested in and able to do business with the District. Contracting Objectives apply to all contractors, regardless of their race, ethnicity, gender, or sex and to all contracts that are determined to have subcontracting opportunities, including supply opportunities and trucking. The CE Program groups all businesses into three (business owner) availability groups⁴:

- White Men
- White Women
- Ethnic Minority (both men and women)

Publicly held corporations managed and controlled by 51% of one of the three availability groups may count their participation towards meeting the contracting objective for that group.

²The names of the firms listed in these directories are offered as a service. EBMUD has no independent knowledge regarding the composition of the firm's ownership, or the quality of the work performed by any listed entity.

³ The Contracting Objectives represent percentages of the total value of a contract. The dollar value of the work performed by the contractor and his/her subcontractors is included in calculating the amount of participation by each availability group and determining if the Contracting Objectives are met. Contracting Objectives are based on the results of a Disparity Study conducted by the District which verified the number of businesses located within the District's geographic market area available to perform prime and subcontract work in all contracting categories.

⁴ For example, when subcontracting opportunities are available, a \$200,000 construction contract would have 25% (\$50,000) or more of the work performed by white men-owned businesses, 9% (\$18,000) or more by white women-owned businesses, and 25% (\$50,000) by ethnic minority-owned businesses (both men and women).

Bidders/Proposers who already meet or exceed the Contracting Objectives for **all three availability groups**, as listed in the chart below, are exempt from the Good Faith Outreach Efforts requirements set forth in Section A.

| CONTRACTING OBJECTIVES | | | |
|-----------------------------------|-------------------------------|---|---------------------------------|
| AVAILABILITY GROUP | CONTRACTING CATEGORIES | | |
| | Construction | Professional or General Services | Materials & Supplies |
| White Men | 25% | 25% | 25% |
| White Women | 9% | 6% | 2% |
| Ethnic Minorities (Men and Women) | 25% | 25% | 25% |

Contract participation includes all written agreements with business enterprises for any goods and services required for the completion of the project. This includes participation as a:

- Contractor
- Joint Venture Partner
- Subcontractor (including Trucker)
- Supplier (including provider of other services necessary to fulfill the requirements of the contract, such as shipping, transportation, testing, equipment rental, insurance services, etc.)

All business enterprises shall perform a commercially useful function, i.e., shall be responsible for the execution of a distinct element of work and shall carry out their responsibility by actually performing, managing and/or supervising the work.

The dollar value of the following is included for determining the amount of participation by each availability group for the Contracting Objectives:

- the work to be performed by the contractor,
- the work to be performed by each member of a joint venture,
- the work to be performed by subcontractors at any tier,
- material or supplies purchased from a manufacturer or dealer of such material or supplies, if not previously counted by contractor, joint venture, or subcontractor in their dollar value,
- reasonable fees and commissions for providing bona fide services to procure and/or deliver essential personnel, facilities, equipment, materials, or supplies required for performance of the contract,
- reasonable fees and commissions for providing bonds or insurance specifically required for the performance of the contract, and
- the dollar value of trucking is based on the following:
 - the amount to be paid to a trucker who performs the trucking with his/her own trucks, tractors, and employees,
 - the amount to be paid to trucking brokers provided the broker has submitted to the District information identifying the availability groups of all truckers to be used on the project, or
 - twenty percent (20%) of the amount to be paid to a trucking broker who has not provided such information.

2. NO SUBCONTRACTING OPPORTUNITIES

Contracts which can be reasonably demonstrated to have no subcontracting, supplying, or trucking opportunities are exempt from the Good Faith Outreach Efforts requirements.

3. WAIVER

Under limited circumstances, at the discretion of the Contract Equity Administrator, and upon written request by the bidder/proposer, a waiver of the CE Program's Good Faith Outreach Efforts requirements may be granted.

C. INFORMATIONAL MEETINGS

The District may hold pre-solicitation, pre-bid, and/or pre-proposal meetings to explain the technical specifications and the Contract Equity Program and Equal Employment Opportunity Guidelines for an individual project. All prospective bidders/proposers/subcontractors are strongly advised to attend such pre-meetings. The time and place of the meeting, if any, will be announced in the front section of the bid/proposal document.

Pre-award and/or pre-notice-to-proceed meetings may be held with the recommended awardee to ensure that the technical specifications and the Contract Equity Program and Equal Employment Opportunity Guidelines for the project are fully understood, and to discuss the contents of the submitted forms and documents.

D. DOCUMENTATION

1. CONSTRUCTION AND MATERIALS AND SUPPLIES CONTRACTS WITH SUBCONTRACTABLE ITEMS ONLY

Apparent low bidders may be required to document Good Faith Outreach Efforts to achieve subcontractor participation within **2 Work Days** of bid opening time unless this requirement is otherwise stated in the Instruction to Bidders. Failure to submit the required information by the time specified may be grounds for determining the bid non-responsive.

II. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Policy 1.04 – Contractors’ Compliance with Equal Employment Opportunity, approved by the Board of Directors, all business enterprises and their subcontractors performing work for the District shall be Equal Employment Opportunity (EEO) employers. All business enterprises and their subcontractors shall assure that there is no discrimination, harassment or retaliation against any person based on race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including genetic characteristics or cancer), genetic information, marital or domestic partnership status, family or medical leave status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, pregnancy, pregnancy disability leave status, or any other status protected by federal, state and local laws, and shall be bound by all laws prohibiting such discrimination, harassment or retaliation in employment.

District contractors shall have written policies and procedures that a) prohibit EEO discrimination, harassment and retaliation, and b) set forth the contractor’s investigation procedures for responding to EEO complaints. Contractors shall submit documentation of those written policies and procedures upon request by the District in order to be considered as eligible for contract award. Contractors shall also post applicable EEO policies, procedures and the District’s “Working Together With Respect” poster in their workplaces where the District contract is being performed.

A. EMPLOYMENT DATA & CERTIFICATION (Form P-025)

The Employment Data and Certification Form P-025 shall be completed as specified below or bid/proposal may be deemed nonresponsive:

1. For all Bidders/Proposers of the bid/proposal, to be submitted with bid package:

Complete Sections A and B of Form P-025. In Section B, the required employment data shall be for the bidder’s/proposer’s permanent workforce⁵ only. An EEO-1 Report may be submitted in lieu of completing Section B. For informational purposes, the P-025 Form provides for a comparison of the bidder’s/proposer’s current workforce with the composition of the labor market in the Metropolitan Statistical Area or Areas (MSA) from which the bidder’s/proposer’s workforce is drawn. The bidder/proposer shall also complete Section C of Form P-025.

2. For Subcontractors/Suppliers/Truckers of the apparent low bidder, to be submitted within 2 Work Days of bid opening time or proposal submission due date:

Each bidder/proposer shall submit a Form P-025 for each subcontractor/supplier/trucker known at this time performing work equal to or greater than **\$80,000** under this specification in accordance with submission requirements given in the Instructions to Bidders or the Request for Proposal. The form shall be completed as provided in Paragraph 1. For informational purposes, the P-025 Form provides for a comparison of the subcontractor’s/supplier’s/trucker’s current

⁵ Permanent workforce is defined as employees with 6 months or more of continuous service.

workforce with the composition of the labor market in the MSA from which the subcontractor's/supplier's/trucker's workforce is drawn.

B. GOOD FAITH OUTREACH EFFORTS TOWARDS EQUAL EMPLOYMENT OPPORTUNITY

Upon request, the apparent low bidder/proposer shall submit satisfactory documentation showing voluntary and legal Good Faith Outreach Efforts on its part to assure that its employment practices comply with EEO laws.

The District has not attempted to set forth either the minimum or maximum voluntary steps that contractors may take to address their respective employment situations. Contractors who do business with the District have flexibility to make those efforts that are best suited to their particular employment situation so long as those efforts are legal, in good faith and will best serve the goal of equal employment opportunity. Contractors have the option of submitting a copy of their Affirmative Action Plan, if they have one, or documentation of Good Faith Outreach Efforts which may include, but is not limited to, the following:

- Disseminating an equal employment opportunity and affirmative action policy both within the organization and externally.
- Having a recruitment program designed to attract qualified members of all ethnic and gender backgrounds available in the relevant job market such as by:
 - ✓ Notifying community organizations when employment opportunities are available and maintaining records of the organizations' responses;
 - ✓ Maintaining a file of the names and addresses of every worker referred as a result of outreach efforts, indicating what action was taken with respect to each referred person, and if the person was not employed, the reasons why;
 - ✓ Promptly notifying the District when the union(s) with whom the contractor or subcontractor has a collective bargaining agreement has not referred a worker, as requested; and
 - ✓ Making periodic recruitment efforts at schools, organizations, recruitment and training centers.
- Having a systematic plan to organize work and redesign jobs in ways that provide opportunities for persons lacking journey-level knowledge or skills to enter and, with appropriate training, to progress in a career field.
- Revamping selection procedures and seniority practices which have not yet been validated in order to reduce or eliminate exclusionary effects on particular groups in particular job classifications.
- Initiating measures designed to assure that members of all ethnic and gender backgrounds who are qualified to perform the job are included within the pool of persons from which the selection is made.
- Participating in community-based training programs and on-the-job training opportunities.
- Promoting after-school, summer and vacation employment for youth.
- Establishing a system to regularly monitor the effectiveness of the program for removing barriers to achieve equal employment opportunity, and the procedures for making timely adjustments in this program where effectiveness is not demonstrated.

C. CONTRACTORS' EEO RESPONSIBILITIES ARISING FROM THE PERFORMANCE OF THE DISTRICT CONTRACT

The District requires all contractors to comply with state and federal EEO laws.

Contractors are required to promptly and appropriately address all EEO concerns that arise from the performance of the District contract raised by:

- Their employees,
- Their job applicants,
- EBMUD employees who allege EEO discrimination or harassment by the contractor or contractor's employee, and/or
- Members of the public who allege EEO discrimination or harassment by the contractor or contractor's employees.

All contractors shall cooperate fully with any District investigation of EEO complaints arising from the performance of the District contract that involve District staff. In that event, the District will provide copies of its policies and procedures regarding such investigations, and will require the contractor's cooperation in accordance with those policies and procedures.

All contractors shall distribute copies of their EEO policy, EEO complaint procedure, and the District's "Working Together With Respect" brochure/poster to all of their employees and post them in a prominent and accessible location in the workplace or on the project site. These documents shall provide the name and contact information of the contractor's staff responsible for responding to EEO concerns.

Contractors are required to provide training to all of their supervisors and managers to assure that they are aware of the contractor's prohibition against EEO discrimination, harassment and retaliation, and understand the process to report EEO concerns; and supervisors and managers shall respond appropriately when they become aware of EEO concerns. This training shall comply with California Government Code Section 12950.1.

D. MONITORING COMPLIANCE

1. PRE-CONTRACT AWARD:

The District will evaluate the documentation provided by the apparent low bidder/proposer under Section II.B and may request further documentation. The apparent low bidder/proposer shall submit all additional documentation required by the District in a timely manner or may be deemed a nonresponsive bidder/proposer. A nonresponsive bidder/proposer may be deemed ineligible for contract award.

2. POST-CONTRACT AWARD:

The District will evaluate the documentation provided by the contractor in response to EEO complaints filed per Section II.C and may request further documentation. Contractors who fail to submit the required documentation in a timely manner may be denied future contracts with the District or have their contracts terminated.

III. CONTRACT COMPLIANCE

A. RECORDS

All firms doing business with the District shall:

- maintain records of all business enterprises performing work on the project, and records of total award and payments made to those enterprises,
- permit authorized District staff and/or authorized District representatives to review such records as may be required to assure the accuracy of the submitted information,
- submit a summary of subcontractor payments to the District with each payment request/invoice on the Subcontractor Payment Report (Form P-047) in the format required by the District,
- maintain all employment and personnel records of employees who worked on the District project for a minimum of two years, and
- maintain records of action(s) taken to address EEO discrimination, harassment, and retaliation complaints filed during and arising from the performance of the EBMUD contract.

NOTE: Failure to submit the required information in a timely manner may cause the District to hire an auditor, at the contractor's expense, to compile summary payment information, and/or may result in the withholding of payments and/or termination of the contract.

If requested by the District, the contractor shall submit the contractor's and/or subcontractors' records. These records are specified in the contract and may include any or all of the following:

- All contracts or purchase orders entered into with subcontractors, truckers, and suppliers;
- Payment records reflecting total contract award and total dollars actually paid to subcontractors, truckers, and suppliers. Such records shall indicate the name, business address, and actual monthly amount for each firm. Upon completion of the contract, the contractor shall submit, within thirty (30) calendar days, a summary of all the monthly summaries showing total dollars actually paid each firm during the whole contract;
- Certified weekly payroll records showing all employees and workers hired and dollar amounts and wage rates paid for work on this contract. Such payroll records shall include the name, address, social security number, sex, race, and other sufficient information for each employee to allow District verification of contractor and/or subcontractor compliance with the requirements for Equal Employment Opportunity;
- Monthly Employment Utilization Reports within ten (10) calendar days after the end of the month;
- Documentation of all Good Faith Outreach Efforts utilized in order to solicit, promote and increase all availability groups' participation;
- Records of action(s) taken to address EEO discrimination, harassment, and retaliation complaints filed during and arising from the performance of the EBMUD contract; and
- Any other records or documentation maintained by the contractor or its subcontractors which indicate their compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines.

The contractor and all its subcontractors shall maintain records which include for each employee their:

- name,
- address,
- telephone number,
- construction trade/union affiliation/trade status (if any),
- dates of changes in trade status (if any),
- employee identification number (if any)/social security number,
- race,
- sex,
- hours worked per week in the indicated trade/task, and
- rate of pay.

Records shall be maintained in an easily understandable and retrievable form approved by the District.

B. SUBCONTRACTOR SUBSTITUTION OR REPLACEMENT

The contractor may request to substitute or replace any subcontractor, including truckers, and suppliers, listed on the Form P-040 - Contract Equity Participation. Such requests shall be in writing, clearly state the reasons for the substitution or replacement, and provide supporting evidence or documentation as appropriate. No substitution or replacement shall occur without the prior written authorization of the District.

Authorization to utilize another subcontractor may be requested for the following reasons:

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, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such subcontractor's written bid, is presented to the subcontractor by the Contractor, or
2. When the listed subcontractor becomes bankrupt or insolvent, or
3. When the listed subcontractor fails or refuses to perform his subcontract, or
4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 4108 of the Public Contract Code, or
5. When the Contractor demonstrates to the District, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
7. When the District 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, or
8. When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1725.5, 1777.1 or 1777.7 of the Labor Code, or
9. When the listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution the District 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 shall have five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

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

The contractor whose bid is accepted may not:

- (a) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed on the P-040 Form, without the consent of the District.
- (b) 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 one percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

If a subcontractor is replaced, the contractor shall make Good Faith Outreach Efforts as set forth in these Contract Equity Program and Equal Employment Opportunity Guidelines when replacing the original or listed subcontractor with another District-approved firm. The contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed subcontractor or by other forces (including those of the contractor) pursuant to prior written authorization of the District.

IV. CONSEQUENCES OF NONCOMPLIANCE

A. ENFORCEMENT

During the performance of the contract, the District may review the contractor's and its subcontractors' compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines. Compliance shall be evaluated and measured from the initial day of performance under this contract. Noncompliance may be deemed a substantial material breach of the contract and the contract may be terminated.

Where the District finds the contractor or any of its subcontractors to be in noncompliance, the District may take such actions and impose such sanctions and penalties, described below, as may be appropriate to enforce compliance and recover District costs for damages caused by the breach of contract.

The District will notify the contractor in writing where the contractor or any of its subcontractors are not in compliance with these Contract Equity Program and Equal Employment Opportunity Guidelines. The contractor shall then notify the District in writing within five (5) working days as to what corrective measures shall be implemented by the contractor and/or subcontractor, trucker, and supplier to effect compliance.

In the event that the contractor or any of its subcontractors is still in noncompliance fifteen (15) working days after the date of the District's written citation, the contractor shall provide the District, within two (2) working days from the District request to do so, written documentation of all corrective measures and Good Faith Outreach Efforts implemented and their results.

B. CONTRACTOR'S NONCOMPLIANCE

In the event of the contractor's noncompliance with these Contract Equity Program and Equal Employment Opportunity Guidelines during bidding/proposing, the contractor's bid/ proposal may be deemed nonresponsive, and therefore, ineligible for contract award.

In the event of the contractor's noncompliance with these Contract Equity Program and Equal Employment Opportunity Guidelines during the performance of the contract, the contractor may be considered in material breach of contract. In addition to any other remedy which the District may have under this contract or by operation of law, the District in its sole discretion may impose the following provisions against the contractor:

- Withhold progress payments to the contractor starting from the date of the District's written notification of noncompliance to the contractor and continuing for up to sixty (60) working days after the notification date or until compliance is verified by the District, or the contractor demonstrates to the satisfaction of the District that Good Faith Outreach Efforts have been implemented to correct the noncompliance, whichever occurs first.

In the event of willful noncompliance as determined by the District, the District may cancel or suspend the contract in whole or in part with continuance thereof conditioned upon showing a satisfactory to the District of the contractor's ability to comply.

C. SUBCONTRACTOR'S NONCOMPLIANCE

The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Contract Equity Program and Equal Employment Opportunity Guidelines.

The contractor shall take such action, including sanctions and penalties as appropriate, with respect to any subcontract or purchase order as necessary to enforce the terms and conditions of these Contract Equity Program and Equal Employment Opportunity Guidelines. In the event that the District determines that a subcontractor is in noncompliance, the District may also ask the contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.

Failure of the contractor to enforce subcontractor compliance with these guidelines may also be deemed a substantial material breach of the contract. The District, in its sole discretion, may impose against the contractor any or all of the provisions noted for contractor's noncompliance until such time that subcontractor's compliance is achieved.

V. SUMMARY OF FORMS

CONSTRUCTION BIDDERS SHALL COMPLETE AND SUBMIT:

- Form P-025** – Employment Data and Certification
*(all Bidders shall submit with their bid; the apparent low Bidder **shall**, within 2 Work Days of bid opening time, **also submit** for all known Subcontractors doing \$80,000 or more worth of work)*
 - Form P-040** – Contract Equity Participation
(apparent low and second low Bidders within 2 Work Days of bid opening time)
 - Form P-041** – Good Faith Outreach Efforts Documentation
(apparent low Bidder within 2 Work Days of bid opening time)
 - Form P-042** – Contract Equity Program Guidelines Certification Form
(apparent low and second low Bidders within 2 Work Days of bid opening time)
 - Form P-046** – Designation of Subcontractors
*(all Bidders **shall** submit with bid; for all subcontractors doing over one-half of one percent of the Contractor's total bid amount)*
-

MATERIALS AND SUPPLIES BIDDERS SHALL COMPLETE AND SUBMIT:

- Form P-025** – Employment Data and Certification
*(all Bidders shall submit with their bid; the apparent low Bidder **shall**, within 2 Work Days of bid opening time, **also submit** for all known Subcontractors doing \$80,000 or more worth of work)*
 - Form P-040** – Contract Equity Participation
(apparent low and second low Bidders within 2 Work Days of bid opening time)
 - Form P-041** – Good Faith Outreach Efforts Documentation
(apparent low Bidder within 2 Work Days of bid opening time)
-

PROFESSIONAL/GENERAL SERVICES PROPOSERS SHALL COMPLETE AND SUBMIT WITH PROPOSAL:

- Form P-025** – Employment Data and Certification
(all Proposers and their known Subcontractors doing \$80,000 or more worth of work)
- Form P-040** – Contract Equity Participation
(all Proposers)
- Form P-041** – Good Faith Outreach Efforts Documentation
(recommended Proposer as requested)

VI. APPENDIX

POLICY STATEMENTS

Policy 1.03 – Contract Equity Program

Prevent the District from participating in or perpetuating discrimination in the marketplace or granting of preferences based on race, sex, ethnicity or other protected categories as prohibited by Article 1, Section 31, of the California Constitution. The District will encourage balanced opportunities among all sexes, and racial and ethnicity groups by establishing contract participation objectives based on the availability, in its geographic market areas, of businesses by race, sex and ethnicity that are willing and able to do business with the District. The contracting objectives will be reviewed regularly and the progress toward achievement of the objectives will be reported to the Board of Directors in order to monitor achievement of equitable parity in contract participation.

Policy 1.04 – Contractors’ Compliance With Equal Employment Opportunity

Ensure that all enterprises that do business with the District take lawful and adequate steps to assure that their employment practices comply with EEO laws.

Contractors shall furnish all information and reports required by the District to ensure their compliance with these policies. Notification of these policies will serve as official notice in determining responsiveness and compliance. Contractors who fail to comply with these policies may be denied contracts with the District or have their contracts terminated.

AGENCIES WITH BUSINESS DIRECTORIES

- **State of California – Department of Transportation**
Civil Rights Program – MS 79
1823 – 14th Street, Sacramento, CA 95814
916-324-8347, Fax: 916-324-1949, Toll Free: 866-810-6346
Email: DBE_Certification@dot.ca.gov
Website: http://www.dot.ca.gov/hq/bep/find_certified.htm
Publication Distribution Unit - Disadvantaged Business Enterprise Directory
1900 Royal Oaks Drive, Sacramento, CA 95815-3800
916-445-3520
- **City of Oakland – Contract Compliance & Employment Services Division**
250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612
510-238-3970, Fax: 510-238-3363
Email: cces@oaklandnet.com
Website: <http://cces.oaklandnet.com/ContComp>
- **City and County of San Francisco – Human Rights Commission**
25 Van Ness Avenue, Suite 800, San Francisco, CA 94102-6033
415-252-2530
Email: hrc.info@sfgov.org Website: <http://sf-hrc.org/>
- **Port of Oakland**
530 Water Street, Oakland, CA 94607
510-627-1419
Email: pbell@portoakland.com – Pamela Bell, SRD Contract Compliance
Website: <http://www.portofoakland.com/srd/>
- **Alameda County General Services Agency**
1221 Oak Street, Room 249, Oakland, CA 94612
510-891-5500;
Email: Patricia McFadden for SLEB Certification – patricia.mcfadden@acgov.org
Susan Wewetzer for Contract Compliance – susan.wewetzer@acgov.org
Website: <http://www.acgov.org/auditor/sleb>
- **Department of General Services – Office of Small Business & DVBE Services**
707 3rd Street, 1st Floor, Room 400, West Sacramento, CA 95605
916-375-4940, Fax: 916-375-4950
Email: OSDSHelp@dgs.ca.gov
Website: <http://www.dgs.ca.gov/pd/programs/osds.aspx>

EBMUD BUSINESS DIRECTORY

- **Contract Equity Office**
375 – 11th Street, Oakland, CA 94623
510-287-0114, Fax: 510-287-2158
Email: cntrteq@ebmud.com

GLOSSARY OF TERMS

AVAILABILITY GROUPS:

- **White Men-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more non-ethnic minority men who are citizens or lawful permanent residents of the United States.
- **White Women-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more non-ethnic minority women who are citizens or lawful permanent residents of the United States.
- **Ethnic Minority-Owned Business:** An independent business that is at least 51% owned, operated and controlled by one or more ethnic minority persons from the following groups who are citizens or lawful permanent residents of the United States:
 - **Black/African American**
Persons having origins in any of the racial groups of Africa
 - **Hispanic/Latin American**
Persons of Mexican, Puerto Rican, Cuban, Central or South American origin
 - **Asian-Pacific Island American**
Persons having origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, or the Northern Marianas
 - **Asian-Indian American**
Persons having origins from India, Pakistan, or Bangladesh
 - **Native American**
Persons having origins in any of the original peoples of the Americas who maintain cultural identification through tribal affiliation or community recognition

CONTRACTING OBJECTIVES:

The minimum percentage of the total value of a contract to be represented by businesses in each availability group, depending on the type of contract.

CONTRACTOR:

The individual, partnership, joint venture, or corporation with whom the contract is made by the District. A contractor may be a construction contractor, a consultant, a supplier, a trucker, or a service provider.

CONTROL:

There are two aspects of control: operational and managerial control; both of which are required. Under operational control, the 51%-or-more owner shall show that he or she independently makes the basic decisions in daily and long-term business operations. To determine managerial control, the 51%-or-more owner shall demonstrate that he or she makes independent and unilateral business decisions that guide the future and destiny of payroll clerks, letters of credit, contractual matters, banking services, and other such agreements.

DISABLED VETERAN BUSINESS ENTERPRISE:

See **SMALL BUSINESS ENTERPRISE**.

INDEPENDENT BUSINESS:

A business that is not inextricably associated with another firm through ownership, affiliation, or sharing of employees, facilities, profits, and losses.

GEOGRAPHIC MARKET AREA:

Counties where most of the businesses are located which receive District contracts.

- **Construction:** Alameda, Contra Costa, San Francisco, and San Mateo Counties
- **Professional & General Services:** Alameda, Contra Costa, San Francisco, Santa Clara, and Marin Counties
- **Supplies:** Alameda, Contra Costa, San Francisco, Santa Clara, and San Joaquin Counties

JOINT VENTURE:

An undertaking by two or more persons, without a corporate or partnership designation, formed for the purpose of carrying out a single business enterprise for profit.

LOCAL BUSINESS ENTERPRISE:

A business whose primary place of business is a fixed office located in counties, such as Alameda, Contra Costa, San Joaquin, Calaveras, Amador and other counties that are directly impacted by District contracts and/or EBMUD operations. A fixed office is not a post office box, a temporary location, a movable property, a location that was established to oversee a project such as a construction project office, or work space provided in exchange for services, as opposed to monetary rent.

LOCAL RESIDENT:

An individual employee who resides in Alameda, Contra Costa, San Joaquin, Calaveras, or Amador County or in any county(ies) directly impacted by this EBMUD project.

POTENTIAL CONTRACTOR:

An individual, partnership, joint venture, or corporation who has participated in a competitive bid process or a qualification selection process to do business with the District as a construction contractor, consultant, supplier, trucker, or service provider.

REASONABLE FEES AND COMMISSIONS:

Fees and commissions that are not excessive as compared with those customarily allowed for similar services.

SMALL BUSINESS ENTERPRISE:

“Small business” means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three years, or is a manufacturer, as defined in Government Code Section 14837 subdivision (c), with 100 or fewer employees.

For the purposes of public works contracts, as defined in Section 1101 of the Public Contract Code, and engineering contracts, as described in Section 4525 of the Government Code, for public works projects, awarded through competitive bids or otherwise, “small business” means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 200 or fewer employees, and average annual gross receipts of thirty-six million dollars (\$36,000,000) or less over the previous three years.

A Disabled Veteran Business that meets the following requirements shall also fall under the definition of a small business.

DISABLED VETERAN BUSINESS ENTERPRISE:

An independent business that is at least 51% owned and managed or controlled by one or more disabled veteran(s) who are citizens or lawful permanent residents of the United States and meets all the following:

- A veteran of the U.S. military, naval, or air service;
- The veteran must have a service-connected disability of at least 10% or more; and
- The veteran must be domiciled in California.

SUBCONTRACTOR:

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 a part of the contract work.

SUPPLIER:

A manufacturer, fabricator, distributor, or any person or organization who supplies materials or equipment for the contract work, including that fabricated to a special design, but who does not ordinarily perform labor at the jobsite.



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 |
| PARENT COMPANY | | | <input type="checkbox"/> SUBCONTRACTORS/TRUCKERS/SUPPLIERS |
| STREET ADDRESS (City, State, ZIP) | | | Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$80,000 or more. |
| 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. |
| <input type="checkbox"/> PRIVATE CORP. | <input type="checkbox"/> FOREIGN-OWNED |
| STATE OF INCORPORATION: | |

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 | | | Asian | | | Native American | Other Indicate | Refuse to State* |
|--------|---------------------|------------------------|-------------------------|----------------|---------------------------------|-----------------------|-----------------|-------------------|------------------|
| | White/Caucasian | Black/African American | Hispanic/Latin American | Asian American | Asian-Pacific Islander American | Asian-Indian American | | | |
| 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.

| JOB CATEGORIES | RACE/ETHNICITY (number of employees) | | | | | | | | | | | | | | Total A-N |
|---|--------------------------------------|--------|------------------------|---------------------------|---|-------|----------------------------------|-------------------|-------|---------------------------|---|-------|----------------------------------|-------------------|-----------|
| | Hispanic or Latino | | Not Hispanic or Latino | | | | | | | 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 | |
| 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 firm's total permanent workforce is located in one county or parish, please identify:

PRINT NAME

TITLE

TELEPHONE NUMBER

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.



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 \$80,000 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 | | |
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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.



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 | |
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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 |
|--------------------------------|---------------------------------------|--|
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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 |
|--------------------------------|---------------------|
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- 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 |
|---|--|
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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.



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 _____ FOR _____
(Month, Date, Year) (Bidder's / Proposer's Company Name)

BY _____
(Print Name) (Title)

(Signature) (Phone Number)



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.
3. The California State Department Industrial Relations (DIR) registration number of each subcontractor.

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 and DIR REGISTRATION NUMBER | DESCRIPTION OF WORK TO BE PERFORMED | ESTIMATED \$ AMOUNT |
|--|---|--|---------------------|
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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 |
|--|------------------------------|--|---------------------|
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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 H
PAYMENT TERMS
AND INVOICING**

INVOICING

Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services. The District shall notify Contractor of any invoice adjustments required. The successful bidder shall outline a proposed invoicing schedule with project phases including: design, engineering, manufacturing/procurement, delivery (if applicable), installation/labor, and project closeout. The successful bidder may recommend alternative billing approaches (e.g. milestone based or percentage complete), but must clearly describe how invoicing aligns with project phases and deliverables.

The District and the successful bidder will finalize the invoicing method, prior to the contract being executed.

Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized products and/or services description.

The District will pay Contractor in an amount not to exceed the total amount of \$XXXX as set forth in Section 2 of the General Services Agreement.

All deliverables must be submitted to and approved by the District, in writing, prior to the final payment being issued.



EXHIBIT I
SECURITY PROCEDURES

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. Off-line water treatment facility that will not be in operation during construction of this project
 - 2. Un-staffed facility
- 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. Keep daily sign-in logs identifying all personnel on the job for that workday. Log shall include: individuals' full name, company and company phone number.
- B. Provide a legible photo copy of the personnel's current Driver's License, Identification Card (issued by 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. 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 Appendix A) 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 will daisy chain existing locks with their own lock for daily access at the La Honda Rd gates for Maloney Pumping Plant. District personnel may not be available to open access gates.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. Contractor-requested modifications to existing fences and gates are subject to Engineer's approval.
- G. 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.
- H. 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.
- I. The District reserves the right to establish a Security Check-in/Out location for any job site.
- J. The District reserves the right to assign a District's security officer to provide security for any job site.
- K. 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.
- L. 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 Sobrante Water Treatment Plant

- 1. The Clarifiers are located down the street from Sobrante Water Treatment Plant at Maloney Pumping Plant. All personnel shall enter the site through the Maloney Pumping Plant gate on La Honda Rd 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 Appendix A.
- 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 – UNSTAFFED FACILITY

- A. Deliveries impacting traffic on Valley View Rd, neighboring properties, access to Maloney Pumping Plant, need to be coordinated.
- B. Maloney Pumping Plant is an unstaffed facility.
- C. All deliveries shall be stopped and inspected at the gate or at the site access point by the Contractor.
- D. All deliveries shall be made during normal work hours as defined in Section 01 14 00.
- E. Follow the guidelines in US Postal Inspection Service Publication 166, Mail Center Security Guidelines. A copy of these guidelines can be found at: <https://about.usps.com/publications/pub166.pdf>.
- F. Deliveries shall be permitted to enter the site only after:
 - 1. The source and contents of the larger packages, crates, equipment, or materials are verified by the Contractor, and
 - 2. The driver and others entering the site provide the Contractor with sign-in information, as required in Paragraph 1.2.A.
- G. All freight and bulk deliveries made to the site may be subject to search 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.

END OF SECTION