

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2214 for Settling Pond Access Platforms

Contact Person: Becky Sharpe

Phone Number: 510-287-0644

E-mail Address: Becky.Sharpe@ebmud.com

For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

Bids Due
by
1:30 p.m.
on
May 25, 2022

All bid submissions hand delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below and must be received no later than 1:30 p.m. on the bid due date.

**RESPONSE DELIVERED IN-PERSON, BY
COURIER, OR PACKAGE DELIVERY
SERVICE (UPS, FedEx, DHL, etc.)**

**EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607**

RESPONSE DELIVERED BY MAIL (USPS) to:

**EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623**

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2214

for

Settling Pond Access Platforms

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe eight platforms to access the outlets safely and reliably at the District's Orinda Water Treatment Plant's settling ponds.

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing pond access platforms or comparable structures for at least three (3) years.
- b. Bidder shall be a certified or authorized manufacturer, dealer, or provider.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

The EBMUD Orinda Water Treatment Plant (WTP) needs eight platforms to access the outlets safely and reliably at the facility's settling ponds. The desired solution is an OSHA-compliant, modular, bolt-together design constructed of aluminum with an appropriate walk surface to prevent slips, trips, and falls.

The platform must have a lift-up panel or access hatch for operators to open and/or remove to access the 3-ft dia. pond outlet. No welding or hot work is to be required for installation. Approval drawings are required.

Design features:

- Platforms
 - Positive traction walk surface
 - Common bolt hole patterns for stairs, other platforms, and handrails
 - Minimal intermediate supports
 - Aluminum construction
 - Varying length and support heights per installation location (approximately 14-15 feet)

- Mill finish (or equivalent)
- Add optional price adder for anodized finish
- Outlet lift-up panel or access hatch
 - Allow for adequate access to 3-ft dia. pond outlet
 - Positive traction walk surface
 - Aluminum construction
 - Mill finish (or equivalent)
 - Add optional price adder for anodized finish
- Handrails
 - Aluminum construction
 - Pipe construction
 - Removable as needed
 - Mill finish (or equivalent)
 - Add optional price adder for anodized finish

See additional specifications in EXHIBIT E and drawings in EXHIBIT F

D. DELIVERABLES

Upon receipt of Notice of Award:

PHASE 1: One (1) Pilot Platform

Deliverable	Due Date
Submittal #1 for one (1) pilot platform to be installed by others at Orinda WTP.	Due 2 weeks after receiving Notice of Award.
Fabricate pilot platform.	Due within 4 weeks of receiving approvals of Submittal #1.
Delivery of pilot platform.	Due 1 week after fabrication is completed.

PHASE 2: Remaining Seven (7) Platforms

Deliverable	Due Date
Submittal #2 to be installed by others at Orinda WTP.	Due 3 weeks after delivery of pilot platform.
Fabrication of seven (7) platforms.	Due 4-6 weeks after approval of submittal #2.
Delivery of seven (7) Platforms.	Due 1 week after fabrication is completed.

E. INSPECTION

To ensure the access platforms are manufactured in strict conformance with the specifications, the District will inspect all phases of fabrication, welding and corrosion resistant finish as noted in Specification 01 45 27.1.4. All expenses are reimbursable to the District as described in Specification 01 45 27.1.3. The vendor is required to provide notification to the District as described in Specification 01 45 27.1.2.

Please note, the vendor is responsible for determining whether this is considered long term or short term based on the work that will be inspected.

Refer to Specifications in Exhibit E for the complete, detailed description of inspection requirements.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	May 5, 2022
Deadline For Submission of Questions	May 11, 2022
Addendum for Q&A if Necessary	May 18, 2022
Response Due	May 25, 2022 by 1:30 p.m. At this time, all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607*
Anticipated Contract Start Date	July 1, 2022

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

*Due to COVID-19, in-person bid inspection will be suspended. Following the opening a list of submitted pricing will be posted to:

<https://www.ebmud.com/business-center/materials-and-supplies-bids/>

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda. Hard copies of addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions, issued by the District, or those included in the bidder's submission, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
5. 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 bidder 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 bids have been opened.

B. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS

Any references to manufacturers, trade names, brand names, and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer an equivalent product that meets or exceeds the specifications.

The District reserves the right to be the sole judge of what shall be considered equal and/or acceptable and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the brand and/or product referenced in this RFQ will be supplied.

Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected and shall be of no force or effect unless expressly assented to in writing by the District.

RFQ responses based on equivalent products must:

1. Use Exhibit A “Exceptions, Clarification and Amendments” to clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ.
2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this RFQ.

C. PRICING

1. All prices are to be quoted separately from shipping/delivery to destination.
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. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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 bidders or potential bidders 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 RFQ protest period.

Bid 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 bid, 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, 375 Eleventh Street, 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 bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid 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 bid 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. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor
2. POs and payments for products and/or services will be issued only in the name of Contractor.
3. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

F. TERM / TERMINATION

1. The term of the contract, which may be awarded pursuant to this RFQ, includes will be one year from acceptance of final delivery.

2. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, 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 guaranties 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.

H. INVOICING

1. Following the Districts 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. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

IV. RFQ 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 RFQ. The following persons are to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

Attn: Alejandro Joaquin, Associate Civil Engineer
EBMUD – Engineering Department
E-Mail: Alejandro.joaquin@ebmud.com
PHONE: (510) 287-0965

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Alejandro Joaquin, Associate Civil Engineer
EBMUD – Engineering Department
E-Mail: Alejandro.joaquin@ebmud.com
PHONE: (510) 287-0965

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.

3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail ("e-mail").
4. All RFQ responses must be SEALED and received by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.
5. RFQ responses are to be addressed/delivered as follows:

Mailed (USPS):

East Bay Municipal Utility District
 Settling Pond Access Platforms
 RFQ No. 2214
 EBMUD—Purchasing Division
 P.O. Box 24055
 Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District
 Settling Pond Access Platforms
 RFQ No. 2214
 EBMUD—Purchasing Division
 375 Eleventh Street, First Floor
 Oakland, CA 94607

Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ 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 bidder for sale to the purchasing

body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Bidder 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.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of <one hundred eighty (180) days>, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A
RFQ RESPONSE PACKET
RFQ No. 2214 – Settling Pond Access Platforms

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

From: _____
(Official Name of Bidder)

RFQ RESPONSE PACKET GUIDELINES

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, CONTAINING THE FOLLOWING IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ 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.”**



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, 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 RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ 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 bidder 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 RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder 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: Contractors 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 – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. 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 RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.
11. The undersigned acknowledges **ONE** of the following (please check only one box):

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



BID FORM(S)

Cost shall be submitted on this Bid 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 contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ 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 RFQ process.

Low bid calculation will be based on the price of Phase One and Phase Two Total Costs, not including optional price adders for Anodized Finishes.

PHASE ONE: ONE (1) Pilot Settling Pond Access Platform

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Platform	EA	1	\$	\$
Outlet Lift-Up Panel or Access Hatch	EA	1	\$	\$
Handrails	EA	1	\$	\$
Shipping and Delivery	EA	1	\$	\$
*TOTAL COST				\$

OPTIONAL PRICE ADDER FOR ANODIZED FINISH, ONE (1) PILOT PLATFORM (Do not include in totals)

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Platform	EA	1	\$	\$
Outlet Lift-Up Panel or Access Hatch	EA	1	\$	\$
Handrails	EA	1	\$	\$

PHASE TWO: Seven (7) Settling Pond Access Platforms

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Platform	EA	7	\$	\$
Outlet Lift-Up Panel or Access Hatch	EA	7	\$	\$
Handrails	EA	7	\$	\$
Shipping and Delivery	EA	7	\$	\$
*TOTAL COST				\$

OPTIONAL PRICE ADDER FOR ANODIZED FINISH, SEVEN (7) PLATFORMS (Do not include in totals)

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Platform	EA	7	\$	\$
Outlet Lift Up Panel or Access Hatch	EA	7	\$	\$
Handrails	EA	7	\$	\$

***GRAND TOTAL**

\$

*Do not include optional price adders



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Description of the Proposed Equipment/System:** RFQ 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 RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Evidence of Qualification Testing:** RFQ response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFQ. 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.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

If applicable, please also provide any information you have available on the below:

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>

4. **References**

- (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders 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 Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

5. **Exceptions, Clarifications, Amendments:**

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

6. **Contract Equity Program:**

- (a) Every bidder 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, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.



REFERENCES
RFQ No. 2214 – Settling Pond Access Platforms

Bidder Name: _____

Bidder must provide a minimum of three 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
RFQ No. 2214- Settling Pond Access Platforms

Bidder Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder’s RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

*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 contractors 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 bid.

Non-compliance with the Guidelines may deem a bid 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 bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

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

<http://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

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER 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.

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

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. 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.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. 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.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or 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 of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. 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.
- P. 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 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 or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. 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.
- S. 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 CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

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. 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. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or 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.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and 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.
- E. 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 "F."
- F. 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.

INSURANCE VERIFICATION DOCUMENTS

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, 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 or Agent: Print Name: _____

Insurance Broker or Agent'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.
- 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 subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. 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.”
- J. 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).

- K. "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.

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. 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.

- 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, 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: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

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.

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. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. 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").

D. 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.

E. 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 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.

F. 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. 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.

- G. 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, 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: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Professional Liability (also known as Errors and Omissions) 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: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000
- D. 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 period of coverage for a minimum of three (3) years after completion of the Services.
- E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.
- F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, 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: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

V. Pollution Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:
 - Each Claim or Occurrence Limit: \$2,000,000;
 - Aggregate Limit: \$2,000,000.
- D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.
- E. If Coverage is written on a claims-made form, the following shall apply:
 - 1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

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

Self-Insured: Amount: \$ _____

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

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VI. Builder's Risk Insurance Coverage

- A. Builder's Risk (Course of Construction). During all phases of construction and/or renovation work, Contractor shall maintain builder's risk insurance covering "Special Form" risks of direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance or law, in an amount sufficient to cover the total value of the structure(s) or the Contract Price, whichever is higher, without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineer fees, building permits and any other non-recurring costs as may be appropriate for Contractor.
1. The policy shall include as insureds the Contractor, all subcontractors, and the District.
 2. The policy shall include as insureds the Contractor, all subcontractors, and the District.
 3. 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.
 4. Contractor's Tools and Equipment. Contractor is solely responsible for maintaining insurance for any tools owned or used by Contractor, and any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor and or its subcontractors of any tier, the value of which is not included in the cost of the Work, or any shanties or other structures erected for the sole convenience of the workers.
 5. In the event of a loss by the perils insured against, of any or all of the Work and/or materials herein provided for, at any time prior to Contract Completion and acceptance by the District, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed.
 6. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the Work in full compliance with the terms of the Contract.

Verification of Builder's Risk Insurance Coverage

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

Self-Insured: Amount: \$ _____

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

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage

- 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: 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.
 - 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. Coverage shall be included for all premises and operations in any way related to this Agreement.
 - 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 - 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
 - 5. 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."
 - 6. "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.
 - 7. 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.

8. 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.
 9. 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).
- D. 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, 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.

Self-Insured: Amount: \$ _____

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

Policy Number: _____

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

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

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

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1. DEFINITIONS

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

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved

Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

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

2. BOND

- a. When required in the District's bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties 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 to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. General prevailing wage determinations have expiration dates with either a single 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 as defined in Article 8.5, 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 District, and which were not concurrent with any other type of delay) the Project 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.
- e. 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.

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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 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 BIDDER/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.*

SECTION 01 45 27

SHOP INSPECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes:

1. Provide the District's Plant Inspection Section with advanced notification for Short Term (three consecutive weeks or less at one facility), and Long Term (more than three consecutive weeks at one facility) inspection assignments, and reimburse the District for travel expenses described in this Section. Also see General Conditions Article 3.2.
 2. Provide notification to the District's Plant Inspection Section of all work performed off the project site in fabrication, assembly, and coating plants; provide safe access to all areas where work is being performed.
 3. The District reserves the right to use Third Party Inspectors in lieu of District personnel. All aspects of this section shall also apply to District contracted Third Party Inspectors.
 4. For Long Term assignments provide the following:
 - a. Adequate office space including desk, office chair, lighting, and climate control;
 - b. A large format (up to 11 X 17 paper size) printer/scanner/copier and paper and printer supplies for the duration of the assignment;
- B. Contractor and its Material Suppliers shall ensure that there shall be adequate lighting, ventilation, and safety procedures in place to permit safe and thorough inspection at all times.
- C. All inspection and measurement tools and equipment employed by Contractor or Material Suppliers shall be made available to the District and remain in the area for inspection, and shall be subject to regular inspection and verification by the Contractor that such tools and equipment are properly calibrated and in an operable condition.
- D. Contractor and its Material Suppliers shall identify in writing the person responsible for the receipt and coordination of all Inspector communications. A representative from the Material Supplier responsible for Quality Control shall be present and available to the Engineer at all times during the course of inspections.

- E. Contractor and its Material Suppliers shall respond promptly to address and correct all fabrication and inspection processes to comply with the Contract Documents. Corrective measures undertaken by the Contractor and/or Material Supplier shall be documented and the documentation made available for review, inspection and copying by the Engineer at all times.
- F. See individual sections, listed in Article 1.4, for specific processes requiring shop inspection.

1.2 WITNESS NOTIFICATION

- A. The Contractor shall provide advanced written notification including the following information:
 - 1. The related specification section(s);
 - 2. Details of materials, parts or components to be inspected/tested;
 - 3. Name and location of shop to be visited;
 - 4. Shop's contact information;
 - 5. Approved submittal number; and,
 - 6. Proposed dates for those processes described in this and related Sections (Quality Control) for each shop location.
- B. The shop where the inspections and tests will occur shall contact the District Plant Inspection Section at (510) 287-1132 to schedule all shop inspections. Visits will be scheduled based on Engineer's availability.
- C. Notification Schedule:

ONE-WAY DISTANCE FROM OAKLAND	SHORT TERM ASSIGNMENTS	LONG TERM ASSIGNMENTS
less than 75 miles	5 work days in advance	15 work days in advance
75 to 200 miles	10 work days in advance	15 work days in advance
greater than 200 miles	15 work days in advance	20 work days in advance
International	30 work days in advance	30 work days in advance

- D. Shift work outside of standard first shift work hours (7 AM to 5 PM), including changes to previously staffed shift work (excluding cancelation of

shift work), require advanced approval by the Engineer. Following approval by the Engineer, shift work shall start no sooner than the first Monday following 10 work days' notice for locations up to 200 miles from Oakland, and the first Monday following 15 work days' notice for locations over 200 miles from Oakland.

- E. If the required notification is not given, the District will schedule the witness inspection at its convenience and the activity to be witnessed shall not proceed until the Engineer arrives or the Engineer notifies the Contractor that it is choosing to waive its witness inspections. In the event that the required notification is not given and the activity has occurred in the absence of the Engineer, the Engineer may reject the processes completed to date and require the activity to be redone.

- 1. Delays resulting from failure to provide the required notification will be non-excusable. Expenses incurred by delays; repeat of the work process; or to correct unacceptable work shall be borne by the Contractor.

F. Out of Country Inspection and Witnessing

- 1. Equipment and items of supply that are subject to witness inspection by the District as identified in Article 1.4, "Witness Schedule" and other contractually required work and all places to be used for their production or testing, shall be available to District personnel. The District's decision that such equipment, items, or work cannot be safely inspected or observed, including a decision that the country, area, or facility in which production or testing is to occur may not be safe for District personnel shall be final and shall preclude the Contractor's utilization of such country, area or facility. The District will consult the US Department of State website (<https://travel.state.gov/content/passports/en/alertswarnings.html>) for "Travel Advisories" to countries and regions to determine the safety of international travel. Areas with travel advisories shall not be considered for procurement of items that require District inspection.

G. Confidentiality or Non-Disclosure Agreements

- 1. Facilities that require execution of a Confidentiality or Nondisclosure Agreement (NDA) shall submit a copy of the agreement for review to the District through the submittal process for the project or purchase agreement prior to requesting District inspection. The NDA will be considered an agreement between the District (not individual inspectors) and the requesting company. The requirements of the California Public Records Act shall supersede the terms of any NDA and language to that effect will be included in the NDA by the District.

1.3 TRAVEL EXPENSES

- A. The Contractor shall include in the bid price all travel expenses for the Engineer to conduct the witness inspections noted if any of the inspections are to be performed at a locality exceeding 125 miles one way from Oakland, CA.
- B. Travel expenses include hotel lodging at an establishment rated three diamond or better by American Automobile Association (AAA), or comparable listing, and a minimum \$74 meal and incidental expenses allowance per day, or at the rate established by US General Services Administration (for domestic) or US Department of State (for international), whichever is greater, for the duration of the trip.
- C. If travel exceeds 200 miles one way from Oakland, CA, in addition to the expenses described in 1.3.B, travel expenses shall also include round trip direct route coach airfare from Oakland, CA; San Francisco, CA; Sacramento, CA; or San Jose, CA Airports to manufacturer's plant or testing facility, mid-sized car rental or taxi services, fuel, tolls, ground transportation to and from the airport, and airport parking at the departing airport; the following expenses shall apply as determined by the Engineer:
 - 1. For international or travel outside the continental United States, per diem rates are those established by the US Department of State for the specific location and dates of travel. Travel expenses may include the direct cost of securing passports, visas, language interpreters, document translators, communications, and internet access.
 - 2. If weekend stays are requested to defray transportation costs, reimbursement for the Engineers' stay over the weekend will include meal allowance, hotel expenses, phone and internet access charges, rental car or transportation charges to and from eating establishments, laundry service, language interpreters, or other necessary business expenses or services.
 - 3. Reimburse the District for any inspection that has to be repeated due to repair or rework of unacceptable work. Reimbursement shall include District Engineers' wages, or if done by a District agent, the agent's complete invoice for the needed inspection.
- D. All fees incurred such as airline reservation change fees, loss of fare due to purchase of nonrefundable tickets, hotel cancellation/rebooking fees, etc., due to Contractor-requested changes to the inspection schedule after the initial notification shall be borne by the Contractor.

1.4 WITNESS SCHEDULE

- A. The District will witness the following processes as specified in the applicable specification sections listed below or as required elsewhere in the Contract Documents. For purposes of estimating, anticipate that one Engineer will cover only one shift of shop inspection work per plant site. The costs for additional inspection required by the operation of more than one work shift per day or by more than one shop inspection site per day shall be included in the bid costs.
- B. For pipeline projects, one additional Engineer is required at pipe manufacturing facilities for the sole purpose of reviewing radiographs.

Spec. Section	Section Title and Description
05 05 24	Shop and Field Welding
05 50 00	Metal Fabrications – All phases of metals fabrication, lining and coating.
33 10 01	Protection from Corrosion

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 05 05 24

SHOP AND FIELD WELDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Use this section for welding requirements of the related sections as described in 1.1.B and as listed in 1.1.C.
 - 1. Shop welding requirements for pipe and pipe specials that are fabricated under Section 33 11 03 – Fabrication of Steel Pipe, 24-inch and Larger, are described in that section.
 - 2. Field and shop welding of new steel tank reservoirs is described in Section 33 16 13.10 – Steel Aboveground Water Utility Storage Tanks.
- B. Section includes:
 - 1. Shop welding of steel pipe, structural steel, pump barrels and metals fabrication
 - 2. Field welding of steel pipe, fittings, structural steel, metals fabrication, steel tank reservoir rehabilitations and appurtenances
 - 3. Third-party independent inspection and examination of welds
- C. Related Sections:
 - 1. Section 01 31 19 – Project Meetings
 - 2. Section 01 33 00 – Submittal Procedures
 - 3. Section 01 45 27 – Shop Inspection
 - 4. Section 05 12 00 – Structural Steel Framing
 - 5. Section 05 50 00 – Metal Fabrications
 - 6. Section 33 11 06 – Fabricated Pipe Specials
 - 7. Section 33 11 13.05 – Installation of Steel Pipe
 - 8. Section 33 12 23.10 – Vertical Turbine Pumps
 - 9. Section 40 20 20 – Mechanical Piping

1.2 APPLICABLE CODES AND STANDARDS

- A. ASME Boiler & Pressure Vessel Code, Section V, Nondestructive Examination, Latest Edition including addenda, supplements, and interpretations
- B. ASME Boiler & Pressure Vessel Code, Section VIII, Rules for Construction of Pressure Vessels, Latest Edition including addenda, supplements, and interpretations
- C. ASME Boiler & Pressure Vessel Code, Section IX, Qualification Standard for Welding and Brazing Procedures, Welders, Brazers, and Welding and Brazing Operators, Latest Edition including addenda, supplements, and interpretations
- D. AWWA D100 – Welded Carbon Steel Tanks for Water Storage, latest edition
- E. AWS D1.1 – Structural Welding Code – Steel, 2020 edition
- F. AWS D1.2 – Structural Welding Code – Aluminum, latest edition
- G. AWS D1.6 – Structural Welding Code – Stainless Steel, latest edition
- H. AWS 3.0 – Standard Welding Terms and Definitions, latest edition
- I. AWS A2.4 – Standard Symbols for Welding, Brazing and Nondestructive Examination, latest edition

1.3 TERMS AND DEFINITIONS

- A. Certified Welding Inspector (CWI) – A person certified as a welding inspector as given in AWS QC1- Latest Edition, Standard for AWS Certification of Welding Inspectors.
- B. Nondestructive Examination (NDE) – The act of determining the suitability of some material or component for its intended purpose using techniques that do not affect its serviceability.
- C. NDE Level II Technician/Operator (NDE Level II): An individual certified at Level II as defined in American Society for Nondestructive Testing (ASNT) Recommended Practice SNT-TC-1A specific to the NDE method used.
- D. Procedure Qualification Record (PQR) – A record of welding variables used to produce an acceptable test weldment and the results of tests conducted on the weldment to qualify a welding procedure specification.
- E. Welding Procedure Specification (WPS) – A document providing the required welding variables for a specific application to assure repeatability by qualified welders and welding operators. WPSs that are not prequalified by Code shall be supported with a PQR.

- F. Standard Welding Terms and Definitions: See AWS 3.0, Standard Welding Terms and Definitions.

1.4 SUBMITTALS

A. Contractor's Field Welding Plan:

1. The Contractor shall submit a Field Welding Plan listing each WPS to be used on the project and indexing that WPS to the drawing and weld. All joints requiring radiographic testing per this section shall be clearly identified in the Field Welding Plan, and radiographic testing activities shall be shown on the Contractor's three week look ahead schedule as required in Section 01 31 19 – Project Meetings.
2. Following the scheduling of radiographic testing by the Contractor, a pre-testing meeting shall be scheduled by the Contractor. Attendees shall at a minimum include the third-party CWI, representatives from the company performing the radiographic testing including the actual technicians that will perform the testing, the Contractor's representative, and representatives from the District including the Plant Inspection Section. The meeting shall be scheduled via a Plant Inspection Request per Section 01 45 27 – Shop Inspection.

B. Qualification of Welders and Welding Procedures:

1. For field welding for Section 05 12 00 – Structural Steel Framing, submit records consistent with Paragraph 1.5.D, requirements for welder and welding procedure qualifications.
2. For field welding for Section 05 50 00 – Metal Fabrications, submit records consistent with Paragraph 1.6, shop and field welding requirements.
3. For pipe welding submit records consistent with: Paragraph 1.5.A for procedure qualifications; Paragraph 1.5.B for shop welder qualifications; and, Paragraph 1.5.C for field welder qualifications.

C. Qualification of Inspectors and NDE Examiners:

1. Submit verifiable evidence of the current CWI certification of all third party CWIs.
2. Submit verifiable evidence of the certification of all personnel performing NDE or interpreting the test results to ASNT-TC-1A Level II as a minimum.

D. Submit complete fabrication and erection drawings for the Engineer's approval prior to cutting or fabrication. Shop drawings shall show the details of fabrication with weld symbols in accordance with AWS A2.4 for all joints to be welded.

- E. Provide all submittals to the Engineer consistent with the requirements of Section 01 33 00 with sufficient review time for approval prior to start of welding. Welding shall not proceed until the related submittals are approved by the Engineer.

1.5 QUALIFICATIONS AND INSPECTIONS

A. Pipe-Welding Procedure Specifications:

1. All welds shall be completed in accordance with a qualified WPS.
 - a. The Contractor may use a prequalified WPS conforming to the provisions of AWS D1.1 – Clause 5 or AWS D1.6 – Clause 5, Prequalification of WPSs.
2. All WPSs that are not prequalified as given above shall be qualified in accordance with one of the following:
 - a. ASME Boiler & Pressure Vessel Code, Section IX
 - b. AWS D1.1 – Clause 6
 - c. AWS D1.6 – Clause 6
3. A CWI shall review and stamp all WPSs and PQRs.

B. Pipe Welding, Shop:

1. Welders shall be qualified under ASME Boiler & Pressure Vessel Code, Section IX, Part QW, AWS D1.1 – Clause 6, or AWS D1.6 – Clause 6, for the welding processes, positions, and procedures to be used for this project.
2. Welders shall have verifiable evidence they have maintained their qualifications in accordance with AWS D1.1 – Clause 6, AWS D1.6 – Clause 6, or ASME Boiler & Pressure Vessel Code, Section IX, Part QW-322.
3. Welder Qualification(s) shall be witnessed and stamped indicating acceptance by a CWI.

C. Pipe Welding, Field:

1. Prior to the start of welding on this project, each welder shall perform welder qualification testing specific to the welding on this project. Only welders that pass welder qualification testing for this project will be allowed to weld on this project. Prior welder qualification records will not be accepted. All welder qualification tests will be at the expense of the Contractor. Qualifications shall be in accordance with AWS D1.1-Clause 6 or AWS D1.6-Clause 6 for each process, position and procedure to be used on the project.

2. Welder qualification testing shall be witnessed by a third party AWS CWI provided by and at the Contractor's expense. Upon successful completion of testing, the AWS CWI shall stamp, sign and date the welder qualification form.
 3. The Engineer reserves the right to witness all welder qualification tests and be present for all weld coupon testing. Advanced notification requirements are specified in Section 01 45 27.
- D. Structural Steel Welding as specified in Section 05 12 00 - Structural Steel Framing
1. The Contractor shall qualify all welders and welding procedures in accordance with the latest edition of AWS D1.1, Clause 6; AWS D1.2, Clause 3; or, AWS D1.6, Clause 6. Notify the Engineer in advance of welder and welding procedure qualification so the Engineer may witness qualification.
 2. All fabrication and erection of steel elements shall conform to AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" and the "Code of Standard Practice for Steel Buildings and Bridges" except as modified by the applicable building codes, unless specified otherwise.
 3. Welding shall be by the shielded metal arc (SMAW), gas tungsten arc (GTAW), gas metal arc (GMAW-spray arc mode), gas shield flux cored arc (FCAW-dual shield) or submerged metal arc welding (SAW) processes and shall be in accordance with AWS D1.1, Structural Welding Code-Steel or D1.6, Structural Welding Code-Stainless Steel.
 4. Electrodes used for the gas metal arc (GMAW) process shall conform to AWS A5.18. Electrodes used for the flux cored arc welding (FCAW) process shall conform to AWS A5.20. See AWS D1.1, Table 5.4 for details.
 5. Low hydrogen electrode storage shall be in accordance with AWS D1.1, Clause 7, Fabrication, 7.3.2.1, Low Hydrogen Electrode Storage Conditions.
- E. Metal Fabrication Welding as specified in Section 05 50 00 – Metal Fabrications
1. Aluminum welding shall conform to ANSI/AWS D1.2 latest edition Structural Welding Code - Aluminum "Suggested Specifications for Structures of Aluminum Alloys 6061-T6" unless otherwise noted.
 2. Stainless Steel welding shall conform to ANSI/AWS D1.6 latest edition – Structural Welding Code – Stainless Steel.
 3. Carbon Steel welding shall conform to ANSI/AWS D1.1 latest edition – Structural Welding Code – Steel.
 4. Certification of Welders:

- a. Submit verifiable evidence of initial qualification for each welder.
- b. Submit verifiable evidence each welder has maintained current qualification(s).

5. Submit WPSs with supporting PQRs for approval per 1.4.D above.

F. Testing and Inspection:

1. The Contractor shall provide independent inspection of all structural steel framing welds and nondestructive examination (NDE) as indicated on applicable Contract Drawings. The District will perform direct visual verification of these inspections and tests. Notify the District's Plant Inspection Section at (510) 287-1132 for all field testing and shop inspections and tests. Advanced notification requirements are specified in Section 01 45 27.
2. Welding inspection personnel shall be certified in accordance with AWS QC1 at the level of Certified Welding Inspector.
3. NDE personnel shall be certified in accordance with ASNT-TC-1A Level II as a minimum.
4. Inspections and test results shall comply with AWS D1.1 Clause 8 for the related inspection and test method.
5. The costs of all inspections and tests, including retests after repair, shall be borne by the Contractor.

G. Tolerances:

1. Dimensional tolerances and allowances for fit shall be in accordance with applicable AWS Standards unless shown otherwise. Tolerances and allowances shall be shown on the Contractor's erection or working drawings.

1.6 RETESTING OF WELDERS BASED ON QUALITY OF WORK:

- A. When the quality of a welder's work appears to be below the requirements of this specification or referenced Codes, the Engineer may require that the welder demonstrate an ability to produce sound welds by requiring complete requalification in accordance with the latest edition of AWS D1.1, Clause 4; AWS D1.2, Clause 3; or, AWS D1.6, Clause 6. All re-qualifications will be at the Contractor's expense.

1.7 NONDESTRUCTIVE EXAMINATION-GENERAL

A. Types of NDE and Acceptance Criteria:

1. Radiographic Examination (RT) per Paragraph UW-51, Section VIII, ASME Boiler & Pressure Vessel Code

2. Liquid Penetrant (PT) per Section V, ASME Boiler & Pressure Vessel Code. Acceptance criteria shall be as given by AWS D1.1 – Clause 8, Part C
3. Magnetic Particle (MT) per Section V, ASME Boiler & Pressure Vessel Code. Acceptance criteria shall be as given by AWS D1.1 – Clause 8, Part C

B. Nondestructive Examination of Production Welds:

1. In addition to any NDE required by the Contract Documents, the Engineer may elect to perform additional NDE of in-process or completed shop or field welds to verify weld quality. Any additional NDE may be performed by District personnel or the Engineer may request the Contractor perform or subcontract these examinations.
2. Cost of Examinations:
 - a. The cost of NDE identified in the Contract Documents for specific welded connections shall be borne by the Contractor.
 - b. The cost of additional NDE requested by the District will be borne by the District in the event that all examined welds are found to be acceptable. In the event of a rejected weld, the Contractor shall bear the costs of all NDE, including NDE of weld seams found to be acceptable, as well as the costs of repairs, re-inspection and re-examination of the rejected weld.
 - c. The cost of NDE performed by District personnel will be borne by the District. The costs of repairs, re-inspection and re-examination resulting from a rejected weld shall be borne by the Contractor.

1.8 CLEANING AND PASSIVATING OF STAINLESS STEEL WELDMENTS

- a. Larger than 2-inch pipe joints and structural steel, including the entire heat-affected zone (HAZ), shall be:
 - 1) Cleaned in accordance with ASTM A380. The joints shall be visually inspected to be free of paint, oil, grease, welding flux, slag, heat-treating and hot-forming scale, dirt, trash, metal and abrasive particles and chips, and other gross contamination. Dust may be present on the exterior surfaces, but should not be on the interior surfaces.
 - 2) De-scaled (pickled) with citric acid per in accordance with ASTM A380 Table 2.1, Part III. Perform intermittent scrubbing as required to assure a completely cleaned surface. Do not use a steel wire brush.
 - 3) Passivated per ASTM A380 with final cleaning per ASTM A380 Table 2.1, Part II, and in accordance with ASTM A967. The finish shall be

inspected to be free of contaminating iron particles, heat-tint oxides per AWWA C220, weld scale, and other impurities.

- 4) Follow immediately with a thorough rinse and water-jet spray to remove excess acid to prevent attack of the base metal.
 - 5) Both the exterior and interior of the joint and HAZ shall be treated. Inaccessible interior joints, as approved by the Engineer, shall be omitted from this process.
- b. The weld and HAZ shall be tested per ASTM A967 to be free of contaminating iron particles and other impurities. The ASTM A967 test method used shall be approved by the Engineer.
 - c. 2-inch and smaller pipe joints: Shop welded stainless steel pipe joints shall be treated as described above when called out on the drawings.
 - d. At branch locations, if any of the joined pipes are larger than 2-inches, joints shall be treated as described above.

1.9 VERIFICATION

A. General Requirements:

1. All welds shall be visually inspected and accepted by the Contractor's Third Party CWI and the Engineer prior to performance of all NDE, including hydrostatic and air tests. Final visual inspection shall be performed after the weld has cooled to ambient temperature.
2. In-process and final inspections shall be documented on the attached "Field Welding Inspection Form" by the Contractor's Third Party CWI, and available for review by the Engineer. At a minimum, all applicable elements listed on the form are required.
3. All visual inspections and nondestructive examinations shall be completed and confirmed as acceptable by the Engineer prior to further processing that could interfere with access to the welded joint for repairs, inspection and NDE.

B. Required NDE, Field Welding, Pipe:

1. Unless otherwise shown in the tail of the weld symbol on the Drawings, NDE of the finished weld for carbon steel pipe shall be:
 - a. Interior pipe fillet welds, for pipe 24-inch and larger only: MT
 - b. Exterior pipe fillet welds: MT or PT
 - c. Complete penetration groove welds shall be radiographed as described in Subparagraph 1.8.C.1 below.

C. Required NDE, Shop Welding, Pipe:

1. Unless otherwise shown in the tail of the weld symbol on the Drawings, NDE of the finished weld for steel pipe 24" and larger shall be:
 - a. Full-penetration groove welds on specials and fittings shall be radiographed for the complete length of each seam on each pipe. All weld seams shall be visually accepted and results documented by Fabricator's Quality Control prior to initial radiography.
 - 1) Film radiography shall comply with ASME (latest edition) Section V Article 2 Mandatory Appendix II utilizing hole-type IQI revealing 2T sensitivity per Table T-276 in addition to IQI placement per Section T -277.1-C placed on weld. Each film shall be identified with unique numbering as a minimum with the EBMUD Spec Number, date, cylinder and/or mark number. Welds shall conform to ASME Section VIII Paragraph UW-51.b.1, 2, 3 and 4. Final determination of conformance to ASME Section V for film sensitivity and ASME Section VIII for weld acceptability is the responsibility of the Engineer.
 - b. Results of radiographic examinations shall be reviewed by the Fabricator's ASNT TC-1A Level II or AWS certified radiographic interpreter. The Contractor's independent ASNT-TC-1A certified Level 2 or AWS certified radiographic interpreter and the Engineer will review radiographic film and inspection reports. Welds shall be verified as being acceptable based on ASME Section VIII criteria prior to further processing of the cylinder. Contractor shall pay for all film radiographic examinations.
 - c. Final determination of conformance to ASME Section V for film sensitivity and ASME Section VIII for weld acceptability is the responsibility of the Engineer.
 - d. Alternate NDE method for welds that cannot be radiographed due to weld configuration or pipe size shall be approved by the Engineer.

D. Radiograph Records:

1. All radiographs, including information only examinations, will become the property of the District.
 - a. The Fabricator shall provide to the District all hardware and software necessary to review the radiographs. The Fabricator shall provide one set of hardware and software to the District prior to the start of radiography for retention by the District.

- b. The Contractor shall provide the District with one new film viewer as follows: LC NDT FV-2010-T-PLUS High Intensity Portable LCD Film Viewer with Built-in Densitometer and Electronic Masking, or equal as approved by the Engineer.
- c. Shop Inspection, Pipe:
 - 2. The Engineer will perform inspections and witness tests during all phases of pipe fabrication.
 - 3. Provide notification for Engineer to be present for testing. See Section 01 45 27 for inspection advance notification requirements and District travel expenses.
 - 4. Failure to notify the Engineer to inspect or witness tests at the manufacturer's plant will result in rejection of all materials and items processed.
 - 5. The Contractor shall provide third party independent CWIs and NDE Examiners for all pipe fabrications. Third party inspectors and examiners shall be independent from work production and schedule responsibilities. Third party CWIs shall provide daily reports to the Engineer for all inspections performed. Welding inspections shall include as applicable: verification of welder and weld procedure specification; joint fit-up and tack; preheat; root or first pass inspection; verification of any required in-process NDE; interpass temperature; final visual inspection including weld quality and item dimensions, orientation and configuration. The reports shall provide a clear summary of the inspection activities performed, direct traceability to the work, and a determination of acceptability.
 - 6. The Engineer will verify that the third party independent inspections and NDEs comply with these requirements, including referenced Codes and Standards, and will review and accept (or reject) the reports of the CWIs and Examiners. The Engineer may at any time verify by direct inspection or surveillance the acceptability of all phases of welding and third party independent inspection and NDE activities.

E. Field Inspection:

1. Responsibilities

- a. The Contractor shall provide third party CWIs and NDE Examiners. Third party inspectors and examiners shall be independent from work production and schedule responsibilities. Third party CWIs and NDE Examiners shall provide daily reports, documented on the attached "Field Welding Inspection Form" to the Engineer for all work performed. The reports shall be signed and stamped and provide a clear summary of the inspection or NDE activities performed, direct traceability to the work, and a determination of acceptability.

- b. The District will verify that the third party independent inspections and NDE comply with these requirements, including referenced Codes and Standards, and will review and accept (or reject) the reports of the CWIs and Examiners. The Engineer may at any time verify by direct inspection or surveillance the acceptability of all phases of welding and third party independent inspection and NDE activities.

1.10 CHARPY V-NOTCH (CVN) TESTING

- A. For welding of steel pipe, specials and fittings with a thickness of 0.406-inch and greater, heat input control and CVN testing is required.
 - 1. WPS for shop welding shall be qualified in accordance with ASME Boiler Pressure Vessel Code Section IX and shall include Supplementary Essential Variables.
 - 2. WPS for field welding shall be qualified in accordance with AWS D1.1 – Clause 6, Part B.
 - 3. PQRs shall be qualified for notch tough welding with consideration for thickness of steel, test temperature, and CVN values. Refer to AWS D1.1 – Clause 6, Part D, Requirements for CVN Testing.
 - 4. The number of CVN test specimens shall be per AWS D1.1 – 6.27.2, Option 1 – 3 specimens.
 - 5. As required to be specified by AWS D1.1 – 6.27.5, the CVN test temperature shall be 40-degF unless otherwise specifically called out on the drawings.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 GENERAL PROCEDURES

- A. Use Shielded Metal Arc Welding (SMAW), Flux Cored Arc Welding (FCAW), Gas Tungsten Arc Welding (GTAW), or Gas Metal Arc Welding (GMAW-Spray or Globular modes only), unless the Engineer approves another process prior to use.
 - 1. Gas Metal Arc Welding (Short-Circuit) is not allowed.
- B. All welds shall be made according to an approved WPS.
- C. Each step of the welding process will be inspected and approved before proceeding to the next step.
- D. Welding shall be performed in at least two layers. Passes shall not exceed 1/4 inch in throat dimension.

- E. Welds shall be thoroughly cleaned after each pass.
- F. Welds shall be fully fused with base metal, uniform in appearance, free from cracks and reasonably free from irregularities. Weld shall blend smoothly and gradually into the base material
- G. Restart in weld zone on clean and sound metal.
- H. Remove defective welds by chipping, grinding, flame gouging, or air-arc gouging and repair by re-welding.
- I. No undercut is allowed.
- J. Use procedures or welding sequences that will minimize eccentric stresses, shear or distortion in the weld.
- K. Butt welds, where authorized, shall have complete penetration and fusion.
- L. Finished weld bead shall be central to the seam.
- M. Artificial or forced cooling of welded joints is not permitted.
- N. Low hydrogen electrode storage shall be in accordance with AWS D1.1 – 5.3.2.1.
- O. See District Standard Drawings 323-EA, 324-EA, and 325-EA for welding of flanges.
- P. Joining Dissimilar Metals
 - 1. When joining carbon steel to various stainless steels, the following filler material shall be used unless otherwise called out on the drawings:
 - a. Carbon steel to stainless steel: 309L filler material
 - b. Carbon steel to type 316 or 316L stainless steel: 309L or 316L filler material

3.2 SUPPLEMENTS

- A. The following supplements follow END OF SECTION and are a part of this section:
 - 1. Field Welding Inspection Form
 - 2. Field Welding Submittal Checklist

END OF SECTION

Spec. Number		Date	
General Contractor		Welding Subcontractor	
Inspection Co		CWI NAME & #	

WELDING INSPECTION RECORD

<i>LOCATION DESCRIPTION</i>	<i>STATION</i>	<i>PC MKS</i>	<i>DWG DETAIL REF.</i>	<i>WELDER ID</i>	<i>WPS</i>	<i>JOINT FIT-UP AND FIELD TOP</i>	<i>ROOT PASS (GROOVE) *FIRST PASS (FILLET)</i>	<i>BACK GOUGE VISUAL/NDT</i>	<i>FINAL VISUAL</i>

DESCRIBE ALL IN-PROCESS REWORK: _____

ALL WORK AS LISTED IS IN CONFORMANCE WITH THE CONTRACT DOCUMENTS

FINAL ACCEPTANCE: STAMP / DATE /SIGNATURE	
--	--

Sketches:

12/28/21
<Spec No.>

Field Welding Submittal Checklist

SUBMITTALS TO BE APPROVED PRIOR TO START OF WELDING

Field Pipe Welding (1.5.C) and Structural Welding (1.5.D)	
Description	Paragraph Reference
Field Welding Plan	1.4.A
Welding Procedure Specifications for all processes and positions on plan	1.5.A
Procedure Qualification Records (as applicable for above WPS)	1.4.B
Request to witness welder qualification and weld coupon testing (Separate Submittal)	1.5.F
CWI certifications (Separate submittal)	1.4.C.1
NDE certifications (Separate submittal)	1.4.C.2
Resulting welder/procedure qualification record	1.4.B

Miscellaneous Metals per (1.5.E)	
Description	Paragraph Reference
Field Welding Plan	1.4.A
Welder qualification records for all processes and positions on plan including qualification maintenance records for each welding process	1.5.E.4
Welding Procedure Specifications for all processes and positions on plan	1.5.E.5
Procedure Qualification Records (as applicable)	1.5.E.5
CWI certifications (Separate submittal)	1.4.C.1
NDE certifications (Separate submittal)	1.4.C.2

Notes:

1. Check List is being provided for informational purposes only.

SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Fabricate and install miscellaneous metal work as shown on the drawings and specified herein.
- B. Related sections:
 - 1. Section 01 45 27 – Shop Inspection
 - 2. Section 05 05 24 – Shop and Field Welding
 - 3. Section 33 10 01 – Protection from Corrosion

1.2 QUALITY ASSURANCE

- A. Design, fabrication, and erection of structural steel, steel assemblies and shop and field welding shall meet applicable requirements of the AISC Specifications.
- B. Application of zinc (hot-dip galvanized) coatings to metal fabrications shall conform to Section 05 05 14 – Hot-Dip Galvanizing.
- C. Carbon Steel welding shall conform to ANSI/AWS D1.1, 2020 Edition – Structural Welding Code – Steel.
- D. Aluminum welding shall conform to ANSI/AWS D1.2, latest edition – Structural Welding Code – Aluminum.
- E. Stainless Steel welding shall conform to ANSI/AWS D1.6, latest edition – Structural Welding Code – Stainless Steel.
- F. ASTM B308-2010, Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles (Withdrawn with no replacement, January 2019)
- G. ASTM B632, latest edition, Standard Specification for Aluminum-Alloy Rolled Tread Plate

1.3 SUBMITTALS

- A. Submit complete fabrication and erection drawings for the Engineer's approval prior to cutting or fabrication. Shop drawings shall show the details of fabrication with weld symbols in accordance with AWS A2.4 for all joints to be welded.
- B. See Section 05 05 24 – Shop and Field Welding for welding requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum: Rolled or extruded from 6061 T6 alloy, ASTM B632, except as shown on the Contract Drawings.
- B. Steel bolts:
 - 1. All except flanges and anchor bolts: ASTM A325, Type N
 - 2. Anchor bolts and rods: As specified below
- C. Stainless steel bolts:
 - 1. All except flanges and anchor bolts: ASTM F593-S8, Type 304 or 316
 - 2. Anchor bolts and rods: As specified below
- D. Stair treads:
 - 1. NAAMM, grating manufacturer's standard 19-W-4 steel with 2-1/2" x 3/16" carrier plates and abrasive nosing.
 - 2. Bearing bars shall be 1-1/2" x 3/16".
 - 3. Treads shall be serrated.
 - 4. Acceptable products:
 - a. Amico Grating, Welded (checkered plate nosing)
 - b. Harsco Industrial IKG, Type WB
 - c. McNichols, Type B – GW 150
 - d. Or equal as approved by the Engineer.
- E. Grating:
 - 1. Band all openings interrupting three or more bearing bars, and all grating edges, with band bars having equivalent dimensions to bearing bars.
 - 2. Grating shall be free of warp, twist or other defects affecting appearance or serviceability.
 - 3. Bar dimensions as shown on Contract Drawings
- F. Guard chain: ASTM A413, Class Grade 28, 0.218" diameter, galvanized.

G. Epoxy adhesive anchors:

1. Anchor rods: Type 316 Stainless Steel per ASTM F593, Group 2.
2. All epoxy adhesive anchors shall be designed and installed per the requirements of ACI 318 Chapter 17 as amended by ICC-ES AC308.
3. Acceptable epoxy adhesive (Must have a current ICC-ES Evaluation Report):
 - a. HIT-HY 200 Fast Cure Hybrid Adhesive, Hilti Corp.
 - b. SET-XP High-Strength Anchoring Adhesive, by Simpson Strong-Tie
 - c. Or equal as approved by the Engineer.

H. Expansion type anchor bolts shall only be used for static loads and shall not be loaded by vibrating or rotating equipment. Thread length shall suit intended use.

1. Acceptable products in concrete:
 - a. Strong-Bolt 2 by Simpson Anchor Systems
 - b. Kwik-Bolt TZ by Hilti Corp.
 - c. Or equal as approved by the Engineer
2. Acceptable products in CMU:
 - a. Wedge-All by Simpson Anchor Systems
 - b. Kwik-Bolt TZ by Hilti Corp.
 - c. Or equal as approved by the Engineer

I. High Strength Anchor Bolts:

1. Bolts shall conform to ASTM F1554.
2. Nuts shall conform to ASTM A563, and washers shall conform to ASTM F436.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Verify measurements at the job.
- B. Perform all cutting, drilling, punching, threading and tapping required for miscellaneous metal or adjacent work.

- C. Grind all sharp metal edges on items to be painted or coated. Edges shall be rounded.
- D. Welds:
 - 1. Welds shall comply with the applicable provisions of Section 05 05 24 – Shop and Field Welding.
 - 2. For welds that will be galvanized, welds shall have all sharp edges removed and be abrasive blasted. All slag and other weld irregularities such as overlap, undercut, and weld spatter shall be removed.
- E. Punch holes 1/16-inch larger than the nominal size of the bolts, unless otherwise indicated. Whenever needed, because of the thickness of the metal, holes shall be subpunched and reamed or shall be drilled. Correct unmatched holes with new material or new reaming at the Engineer's discretion. No drifting of bolts nor enlargement of holes shall be allowed to correct misalignment.
- F. Protect dissimilar metals from galvanic corrosion by means of pressure tapes, coatings, or isolators as approved. Protect aluminum in contact with concrete or grout with a heavy coat of mastic. See Section 33 10 01.
- G. Stainless steel parts, assemblies, and equipment shall be thoroughly cleaned, descaled and passivated in accordance with ASTM A380, Standard Practice for Cleaning, Descaling and Passivation of Stainless Steel Parts, Equipment, and Systems. The method of passivation to be used shall be in accordance with ASTM A967, Standard Specifications for Chemical Passivation Treatments for Stainless Steel Parts and submitted to the Engineer for approval prior to passivation work.
- H. After installation, clean damaged surfaces of shop coated metals and touch up with the same material used for the shop coat. Clean damaged surfaces of galvanized metals and touch up with zinc-rich paint conforming to ASTM A780.

3.2 INSPECTION

- A. All materials and workmanship will be inspected for conformance to these specifications. Any work found deficient must be replaced and brought up to full compliance with these specifications.
- B. See Section 01 45 27 – Shop Inspection for inspection advance notification requirements and District travel expenses.

END OF SECTION

SECTION 33 10 01
PROTECTION FROM CORROSION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. This section provides general guidelines governing corrosion control practices as they apply to the protection of buried pipelines and miscellaneous elements.

B. Included are lists of coating types and the brand names of products approved by the Engineer. Apply coatings in accordance with the manufacturer's instructions, as indicated on the drawings, or as otherwise specified herein.

C. Related sections:

1. Section 01 33 00 – Submittal Procedures
2. Section 01 45 27 – Shop Inspection
3. Section 33 11 03 – Fabrication of Steel Pipe - 24-in and Larger
4. Section 33 11 13.05 – Installation of Steel Pipe
5. Section 33 11 13.60 – Mortar Coating for Steel Pipe
6. Section 33 11 13.62 – Dielectric Coatings for Steel Pipe

1.2 SUBMITTALS

A. Submit product literature for all items listed in PART 2.

PART 2 - PRODUCTS

2.1 TYPES OF COATINGS

A. Coatings for Pipe, Fittings, and Specials:

1. Cement Mortar Coating: see Section 33 11 13.60 – Mortar Coating for Steel Pipe
2. Dielectric Coatings: see Section 33 11 13.62 – Dielectric Coatings for Steel Pipe

B. Mastic on Appurtenances:

1. Christy's HD50 Bituminous Coal Tar Mastic.
2. Hy-Tech Coatings Bituminous Mastic 50-HT
3. Or equal as approved by the Engineer.

C. Tape:

1. Miscellaneous elements:
 - a. Scotchrap 50 or 51
 - b. Polyken 900
 - c. Arno C-350
 - d. Trantex V-10 or V-20
 - e. Plymouth Slipnot 100
 - f. Carboline Carbowrap Tape "A"
 - g. Or equal as approved by the Engineer
2. Pipeline Joints: Installation of Steel Pipe – Section 33 11 13.05

D. Petrolatum (Wax) Tape:

1. Shall conform to the requirements of ANSI/AWWA C217.
2. Approved products for below ground use:
 - a. Trenton Corp, #1 wax tape
 - b. Denso, Densyl Tape
 - c. Wraptite WTP1
 - d. Superior Corrosion Control Step 2 Belowground Wax Wrap
 - e. Or equal as approved by the Engineer
3. Approved products for above ground use:
 - a. Trenton Corp. #2 wax tape
 - b. Denso, Densyl Tape
 - c. Wraptite WTP1

- d. Or equal as approved by the Engineer
- 4. Primer:
 - a. Primer or paste manufactured by same manufacturer of wax tape
- E. Heat Shrink Sleeves
 - 1. Pipeline Joints: Section 33 11 13.05 – Installation of Steel Pipe
- F. Galvanized coatings for structural steel, pipe, bolts, nuts, washers, and other miscellaneous steel shall conform to Section 05 05 14
- G. High-Build Epoxy Coatings – Section 09 96 56.05
- H. Zinc-Rich Coatings – Section 09 96 35.05
- I. Mechanical and Electrical Coating Systems – Section 09 96 57
- J. Fusion-Bonded Epoxy Coatings – Section 09 96 56.10
- K. Coating of Steel Reservoir Interior – Section 09 97 13.15
- L. Coating of Steel Reservoir Exterior (Abrasive Blasting) – Section 09 97 13.25
- M. Coating of Steel Reservoir Exterior (Pressure Wash) – Section 09 97 13.27
- N. Corrosion Inhibiting Paste for miscellaneous buried metal appurtenances:
 - 1. Denso Paste available from Corrosion Control Products Company, Gardena, CA, (800) 421-2623
 - 2. Fluid Film Gel, Grade B, available from Eureka Chemical Company, South San Francisco, CA (650) 873-5374
 - 3. Carboline Carbowrap Paste available from Carboline Company, St. Louis, MO (800) 848-4645
 - 4. Or equal as approved by the Engineer

PART 3 - EXECUTION

3.1 PROTECTION OF BURIED PIPELINES

- A. Pipe with Insulating Coatings: Plastic and other insulating-type coatings shall be continuous and free of holidays and pinholes. Coat or wrap all joints and all ferrous appurtenances (such as valves, tees, collars, air valves, and blowoffs). Install combination magnesium anodes and electrolysis test stations as shown on Standard Drawing 286-EA, Fig. A, when so specified on the installation drawings.

- B. Copper and Brass Pipe: Copper, brass, and other nonferrous metal pipe shall be metallurgically isolated from steel or cast iron. Eliminate points of direct metallic contact by the use of insulating bushings, couplings, unions or flanges. Nonferrous pipe shall also be isolated from steel supports and pipe straps by means of insulating sleeves or tape wrapped around the pipe.
- C. Insulation from Concrete: Whenever uncoated metal pipe and fittings are partially or fully encased in concrete, fully wrap pipe with tape or di-electric coating such that any pipe in contact with concrete is protected. Extend tape or coating a minimum of 6 inches past the concrete on any side that the pipe is exposed.
- D. Miscellaneous Appurtenances: All buried and concrete encased flanges, and all buried parts of relatively thin cross section (tie rods, leak clamps, and bolts) shall be coated with wax tape.
- E. Bonding: All steel and cast or ductile iron pipe shall be electrically continuous except where electrical separation is specifically designed to avoid a bi-metallic contact or other types of corrosion cells. Thus, all joints other than welded, standard flanged, lead caulked or insulating joints shall be bonded in accordance with Standard Drawing 220-EA.

3.2 PROTECTION OF MISCELLANEOUS ELEMENTS

- A. Miscellaneous Steel Elements Partially Embedded in Concrete (for example, a fence or sign post set in concrete): Whenever a galvanized or bare steel element is partially embedded in concrete, and is exposed to the weather or to dampness, apply a 6-inch minimum band of insulation consisting of tape, mastic, or coal-tar epoxy to the steel such that half of the band will be embedded in the concrete and the other half will be exposed.
- B. Steel Electrical Conduit: Unless otherwise specified, all buried steel electrical conduit and couplings shall be galvanized and encased in a concrete jacket of 3 inches minimum thickness all around or shall be galvanized and plastic coated to a minimum thickness of 40 mils. At all outdoor locations and at damp indoor locations, galvanized conduit shall be taped or coated at the point specified in Article 3.2.A above.
- C. Aluminum: Direct contact between aluminum and concrete or cement mortar is not permitted.
 - 1. Aluminum pipe, bolts, or frames to be installed in concrete: Completely isolate from direct contact by taping or by coating with mastic, high-build epoxy, or coal-tar epoxy.
 - 2. Aluminum structural members to be mounted on concrete: Isolate from contact by taping or coating (as described above) or by installing isolating pads of neoprene, polyvinyl chloride, or other approved insulating materials.

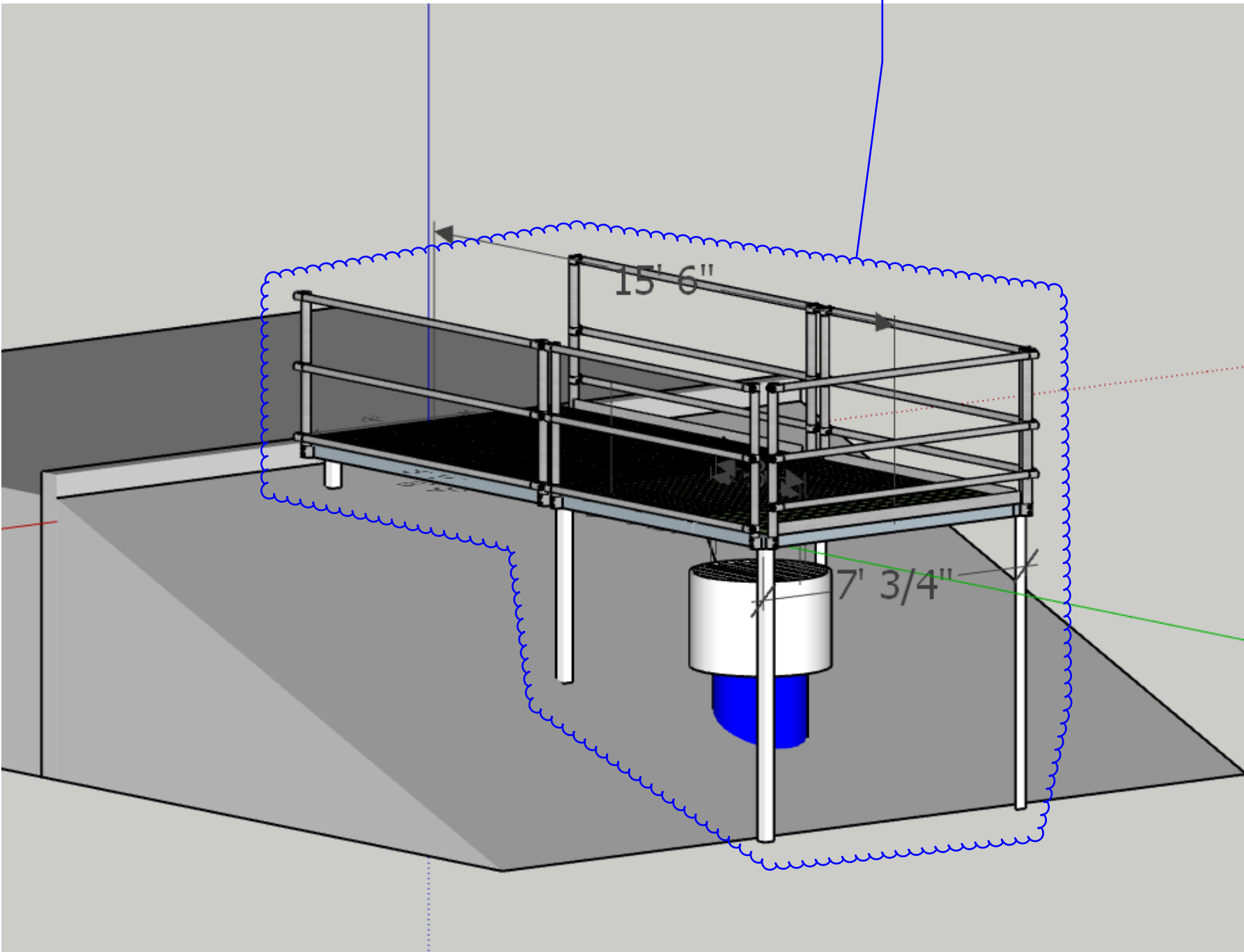
3. Anchor bolts holding aluminum structures:
 - a. For dry interior environment, use hot-dip galvanized or cadmium-coated steel.
 - b. For damp or exterior environment, use stainless steel, cadmium-coated steel, or aluminum, except no aluminum in concrete.
 - c. For submerged or buried environment, use stainless steel or aluminum, except no aluminum in concrete.
- D. The mating surfaces of fabricated metallic elements of a structure which will be immersed in water, buried, or exposed to a humid or corrosive environment shall be sealed to prevent the entrance of moisture around the mating surfaces by an approved method.

3.3 APPLICATION OF WAX TAPE

- A. Surface Preparation:
 1. Steel surfaces shall be prepared to SSPC SP3, Power Tool Cleaning.
 2. Where physical accessibility precludes the use of SSPC SP3, surfaces shall be cleaned to SSPC SP2, Hand Tool Cleaning.
 3. Loose rust, paint, debris and moisture shall be removed from the surface.
- B. Primer or paste shall be applied to all surfaces.
- C. Tape shall be applied following the application of primer or paste.
 1. Tape shall be applied with a minimum 55% overlap.
 2. Press out all air pockets.
 3. Smooth all lap seams.

END OF SECTION

VENDOR TO SHALL FABRICATE 4
WIDE ALUMINUM FRAMMED PIER WITH
ACCESS HATCH TO OUTLET BELOW.
DIMENSIONS ARE APPROXIMATE.

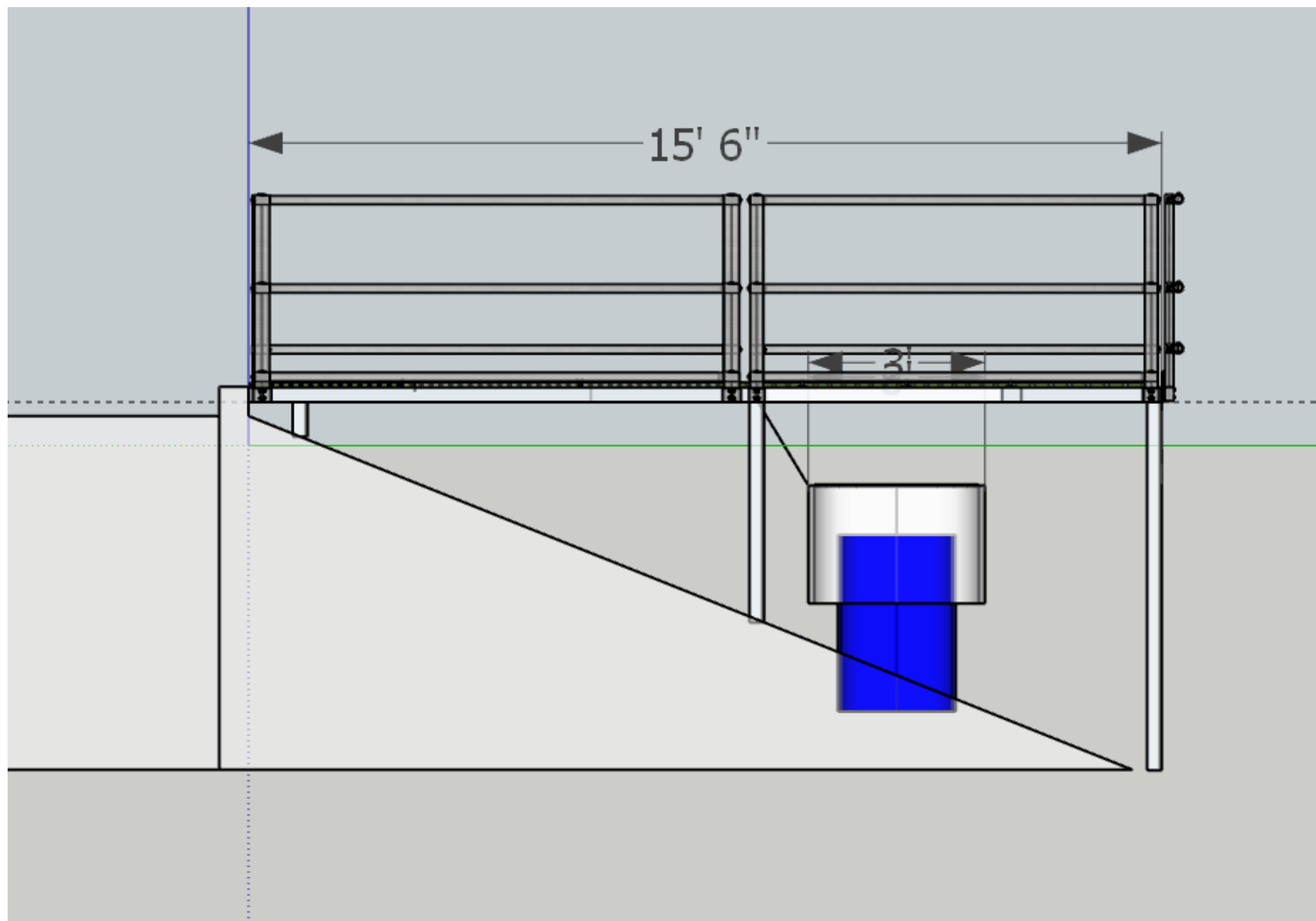


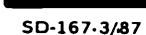
The EBMUD Orinda Water Treatment Plant (WTP) needs eight platforms to safely and reliably access the outlets at the facility's settling ponds. The desired solution is an OSHA-compliant, modular, bolt-together design constructed of aluminum with an appropriate walk surface to prevent slips, trips, and falls, and handrails.

The platform must have a lift-up panel or access hatch for operators to open and/or remove to access the 3-ft dia. pond outlet. No welding or hot work is to be required for installation. Approval drawings are required.

Design features:

- Platforms
 - Positive traction walk surface
 - Common bolt hole patterns for stairs, other platforms, and handrails
 - Minimal intermediate supports
 - Aluminum construction
 - Varying length and support heights per installation location (approximately 14-15 feet)
 - Mill finish (or equivalent)
 - Add optional price adder for anodized finish
- Outlet lift-up panel or access hatch
 - Allow for adequate access to 3-ft dia. pond outlet
 - Positive traction walk surface
 - Aluminum construction
 - Mill finish (or equivalent)
 - Add optional price adder for anodized finish
- Handrails
 - Aluminum construction
 - Pipe construction
 - Removable as needed
 - Mill finish (or equivalent)
 - Add optional price adder for anodized finish



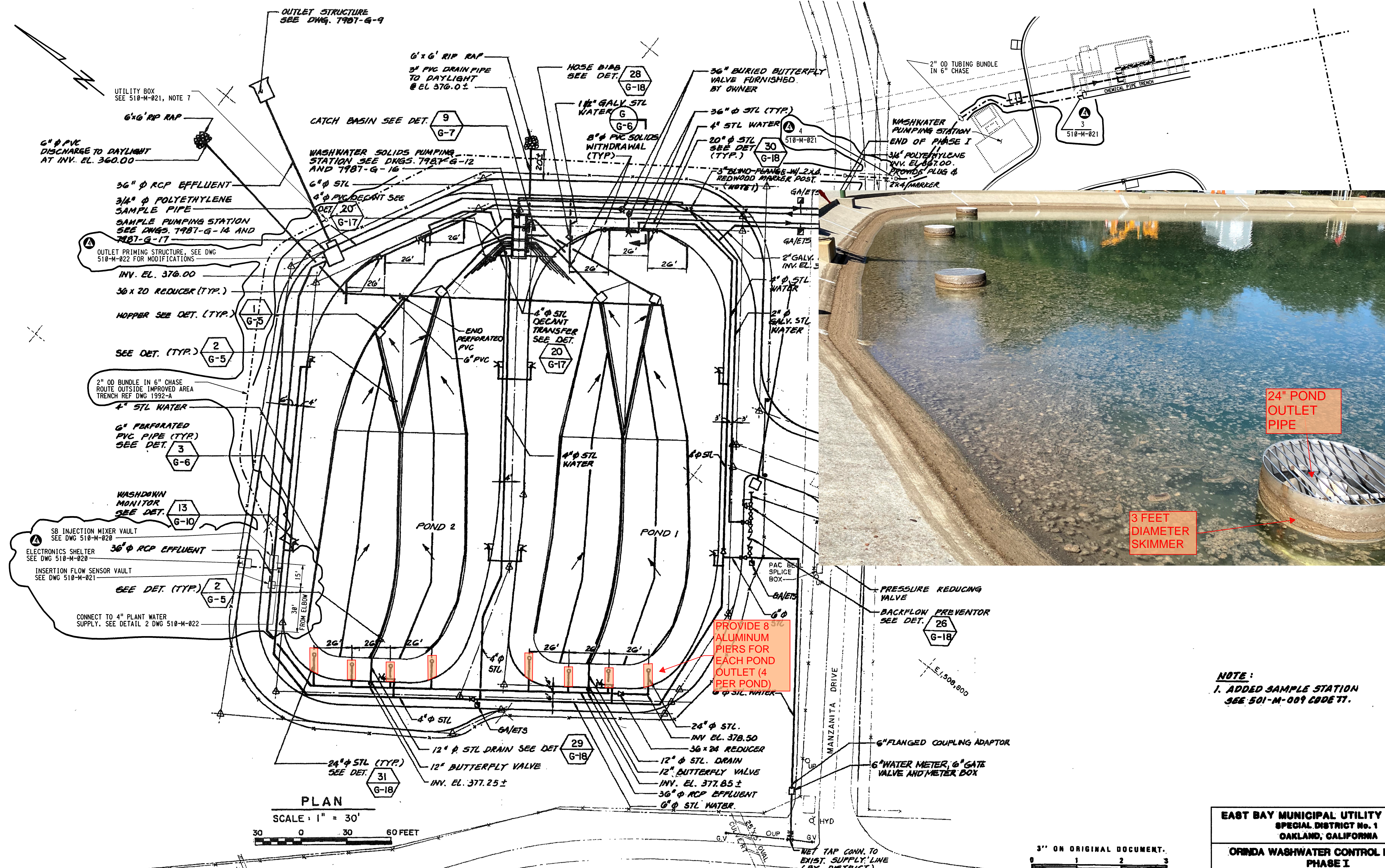


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DATE: 11-JUL-1997 11:17
FILE: m:\stms\m\indos\5107987g4.r04

PLOT SCALE:
1" = 30'

REF 1:
REF 2:

REF 3:
REF 4:



NOTE:
1. ADDED SAMPLE STATION
SEE 501-M-009 CODE 77.

PLAN
SCALE: 1" = 30'
30 0 30 60 FEET

NOTE: FOR DETAIL PIPE LAYOUT
REFER TO CALIF. P&S 800
DRAWINGS: L-100, L-112 DATED
8-24-87

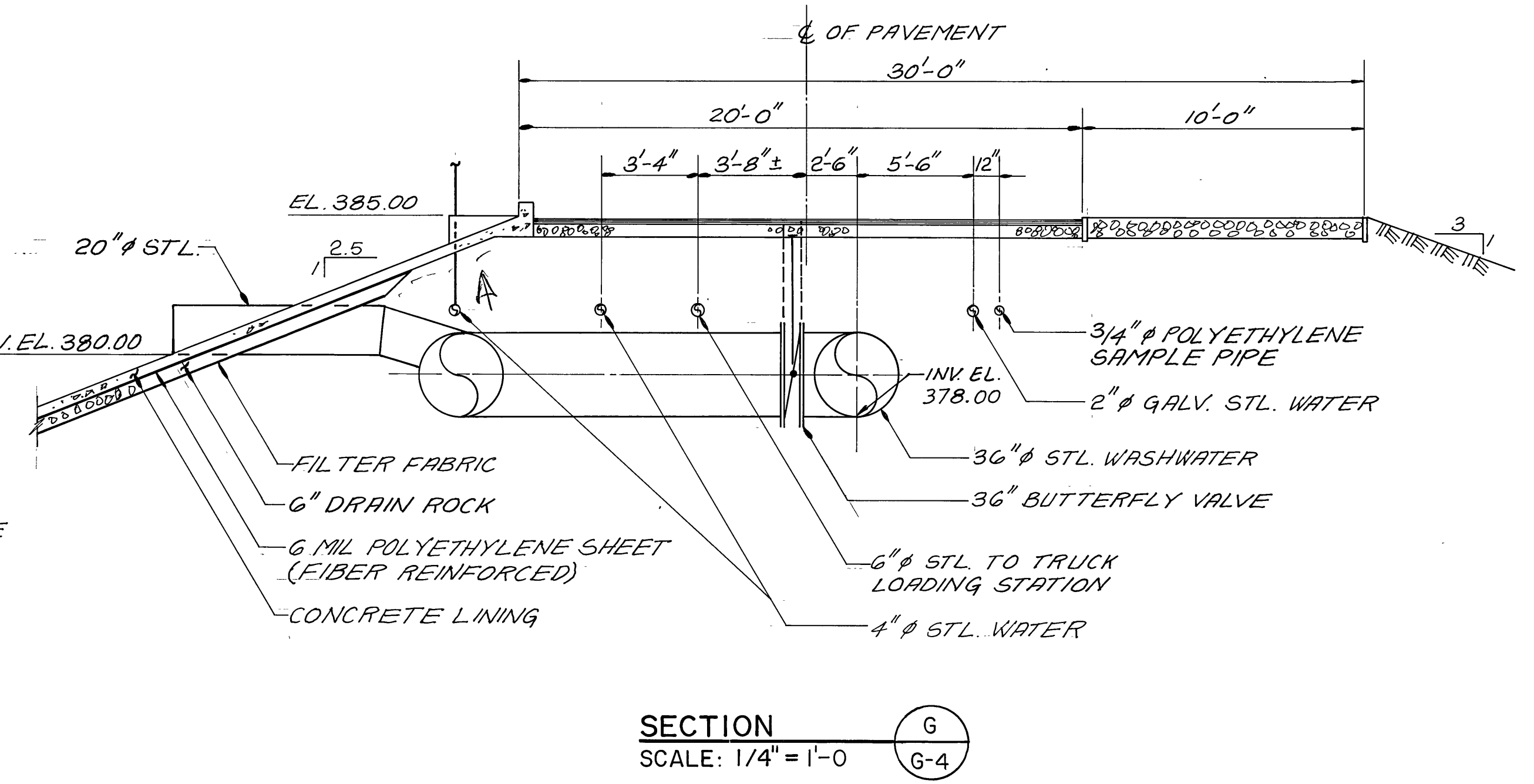
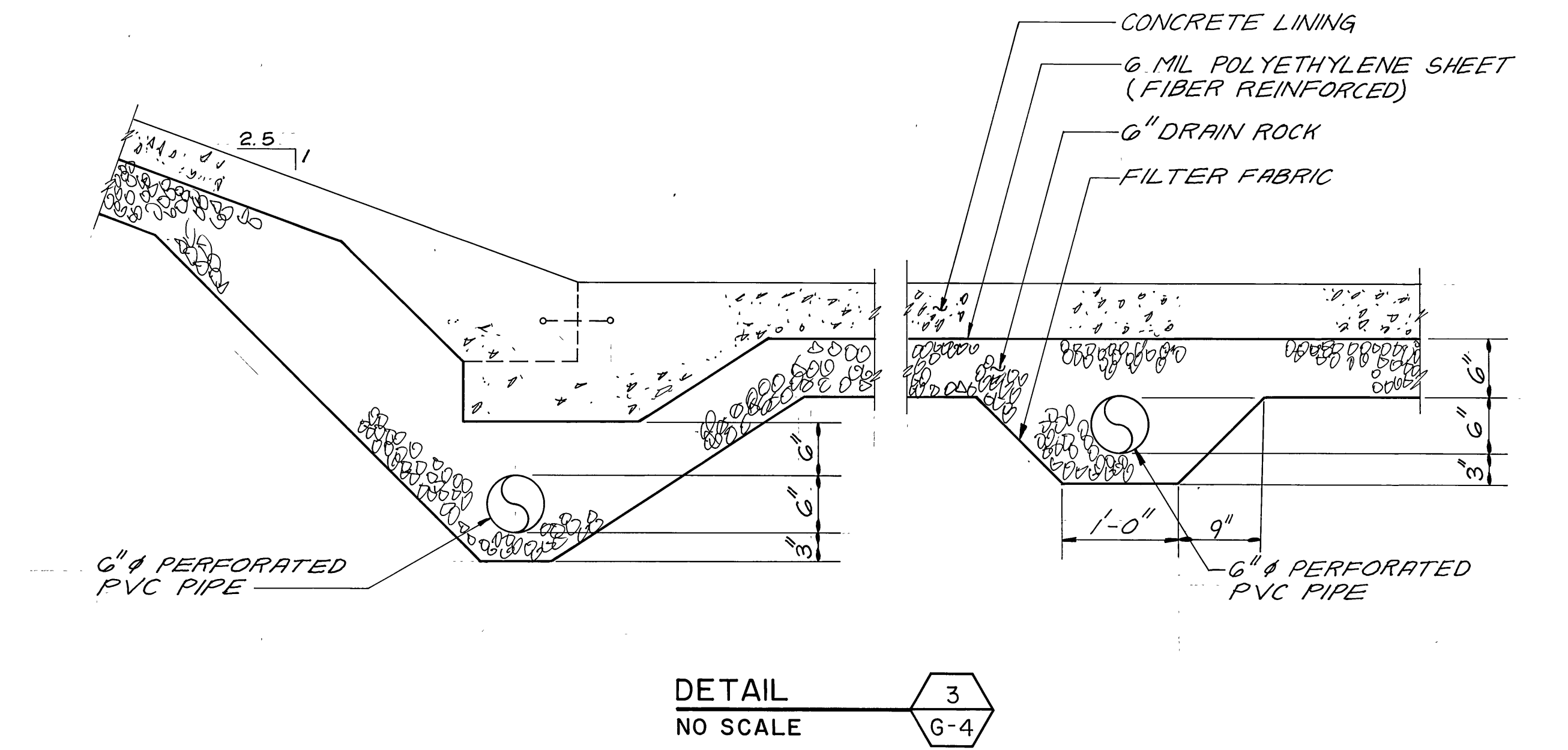
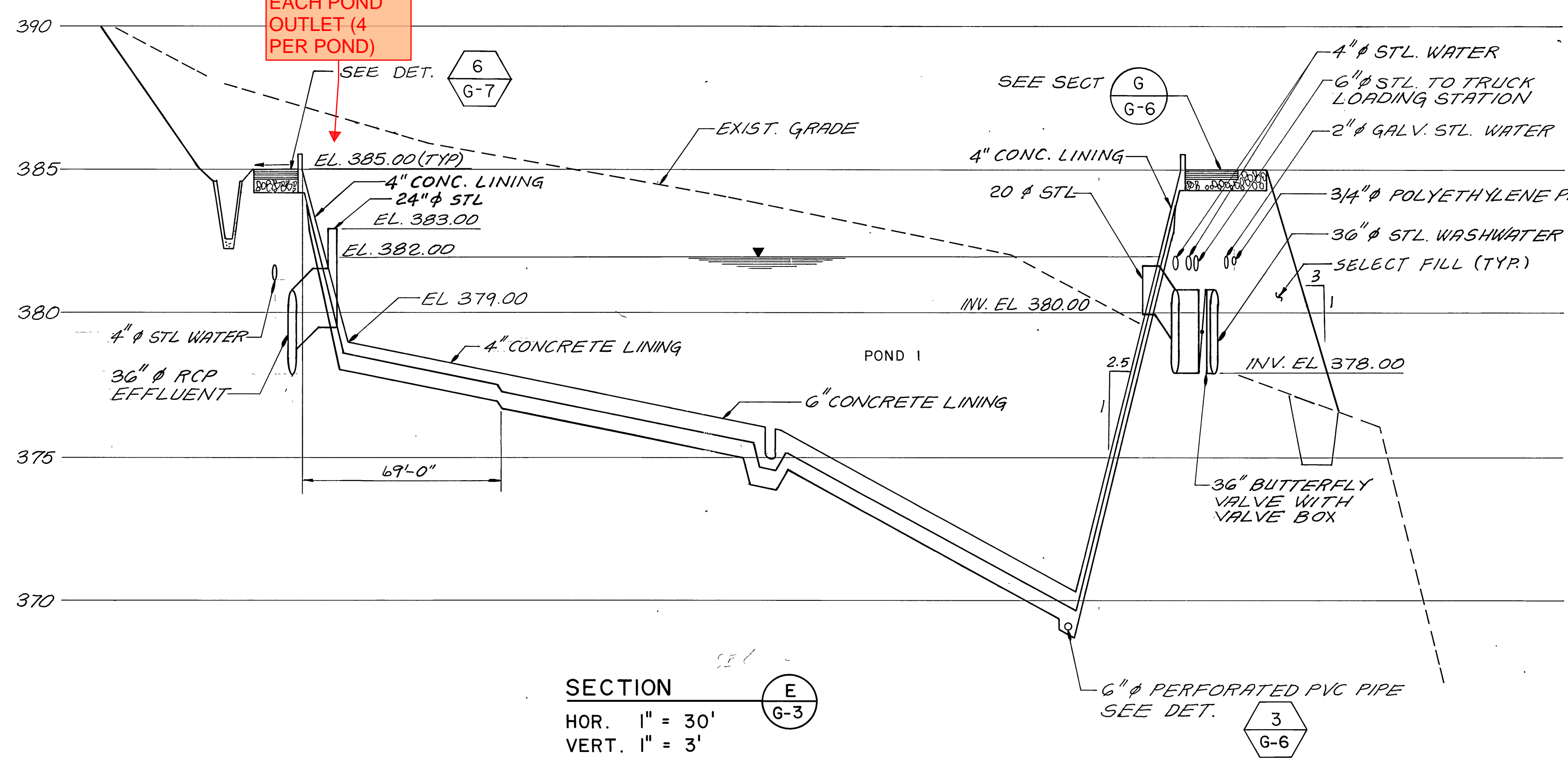
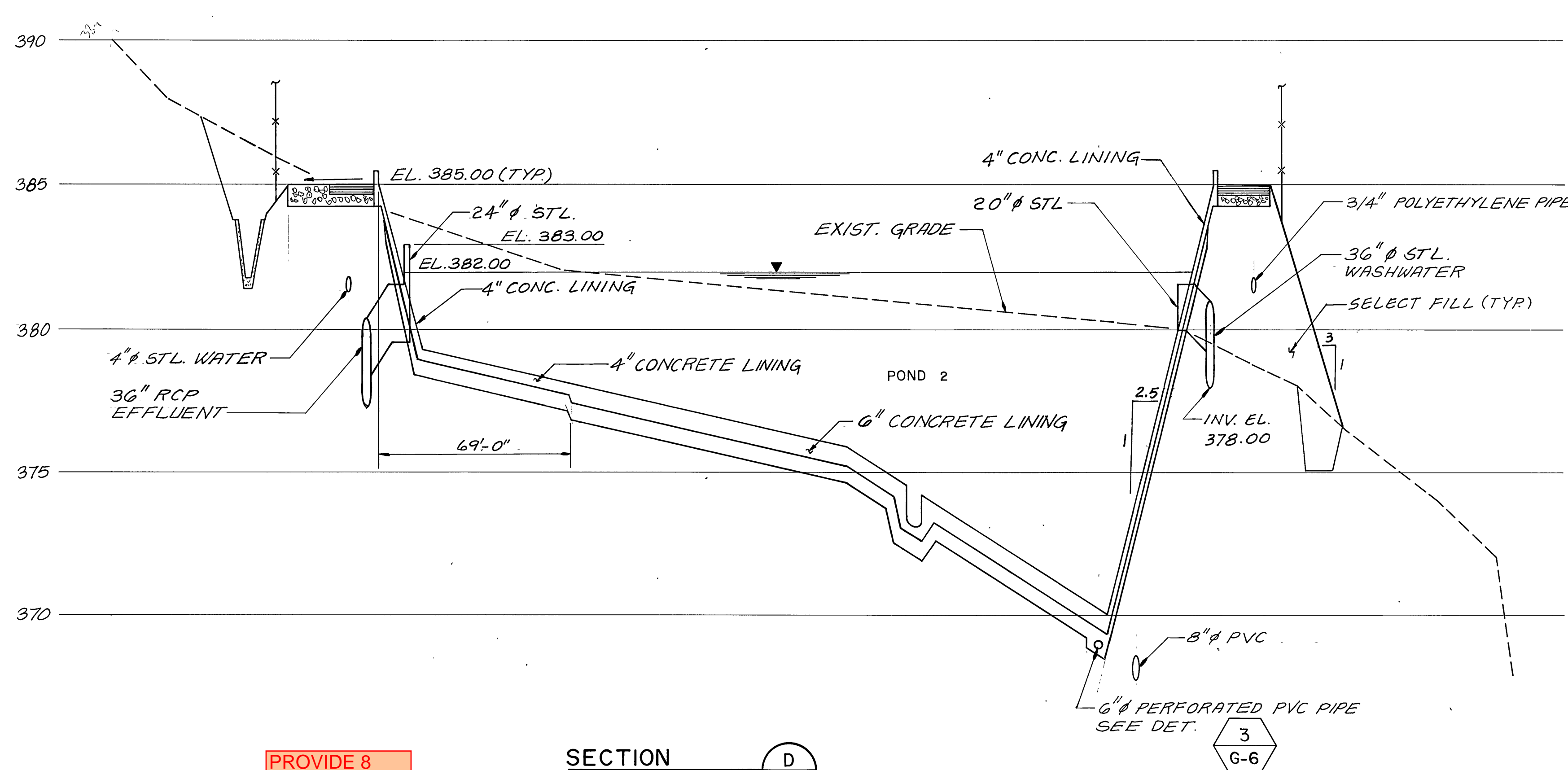
16 JUL 97	ADDED 2" PVC, ELECT SHELTER, INJECTION MIXER PER SPEC 27410	MA	MA	MA
29 JUL 94	ADDED NOTE			
12 JUL 88	IN SERVICE AS BUILT	INS	MA	MA
06 NOV 87	REV'D METER BOX LOCATION		MA	MA
NO.	DATE	REVISION	BY	REC.

DODSON & YOUNG
Consulting Engineers
200 LINDSEY LANE
WALNUT CREEK, CALIFORNIA 94598

DESIGNED BY MSS
DESIGN CHECKED BY GSD
DRAWN BY WC
SA, PROJ. ENGR.
APPROVED
Principal Engineer, R.E. No. C10882

PROJECT ENG.
R.E. No. C10872
PROJECT MGR.
R.E. No. C10872
H&R OF SUPPORT SERVICES
R.E. No. C10811
R.E. No. C10808
R.E. No. C10808
Walter F. Duhop

EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT No. 1 OAKLAND, CALIFORNIA	
ORINDA WASHWATER CONTROL FACILITY PHASE I	
PIPING PLAN	
DRAWN BY	DRAWING No.
SCALE 1" = 30'	7987-G-4
DATE JUNE, 1987	SHEET 4 OF 23



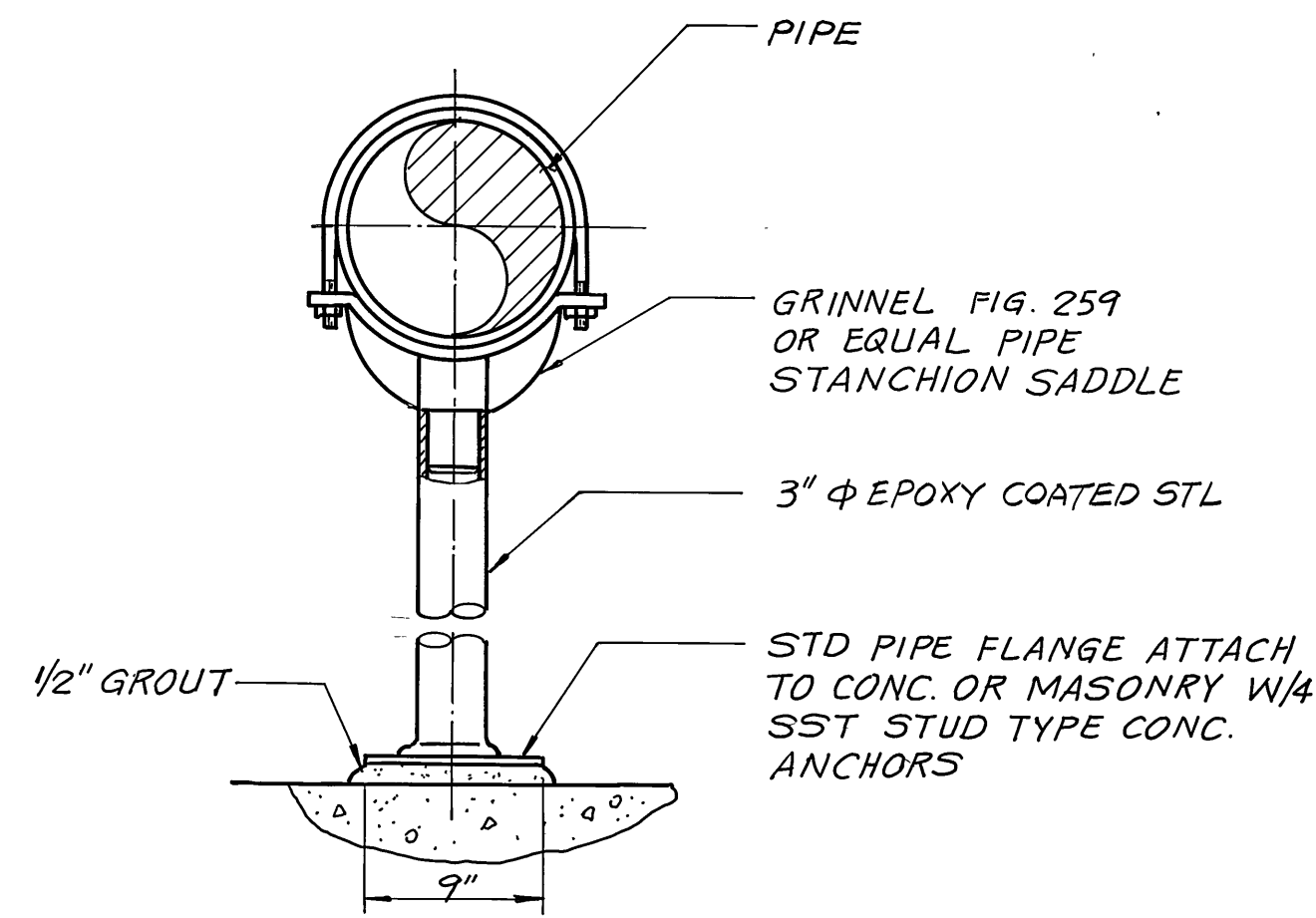
NO.	DATE	REVISION	BY	REC	APP.
1	12 July 88	IN SERVICE			
2	3 MAY 1988	AS BUILT			

DODSON & YOUNG
 Consulting Engineers
 307 LENNON LANE
 WALNUT CREEK, CALIFORNIA 94598

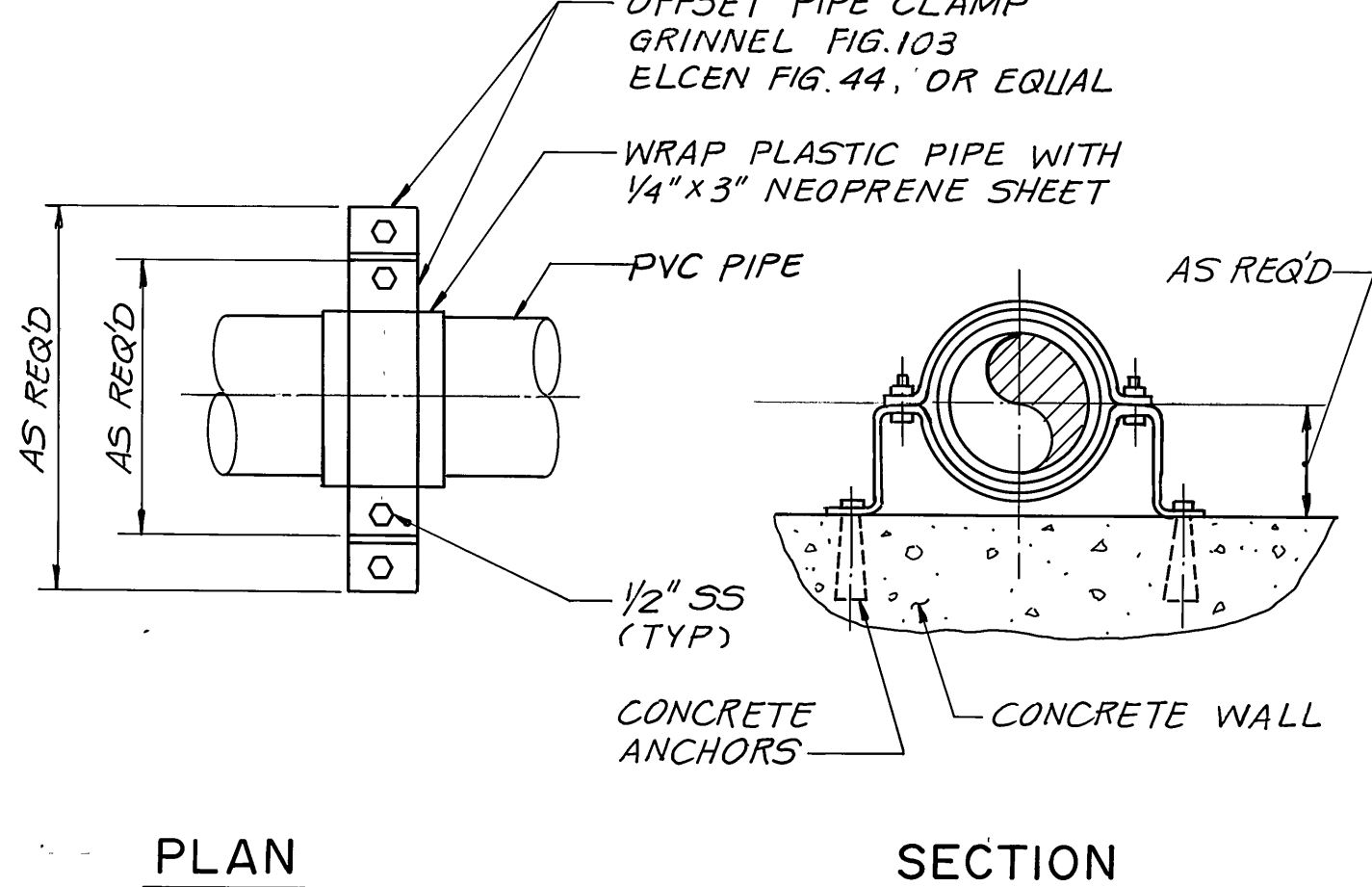
DESIGNED BY MSS
 DESIGN CHECKED BY GSD
 DRAWN BY MA
 SR. PROJ. ENGR.
 APPROVED
 PRINCIPAL IN CHARGE, R.P.E. NO. C16252

PROJECT ENG.
 R.P.E. NO. C105173
 PROJECT MGR.
 R.P.E. NO. C27900
 MGR. OF SUPPORT SERVICES
 R.P.E. NO. C23111
 MGR. OF WASTEWATER
 R.P.E. NO. C28855

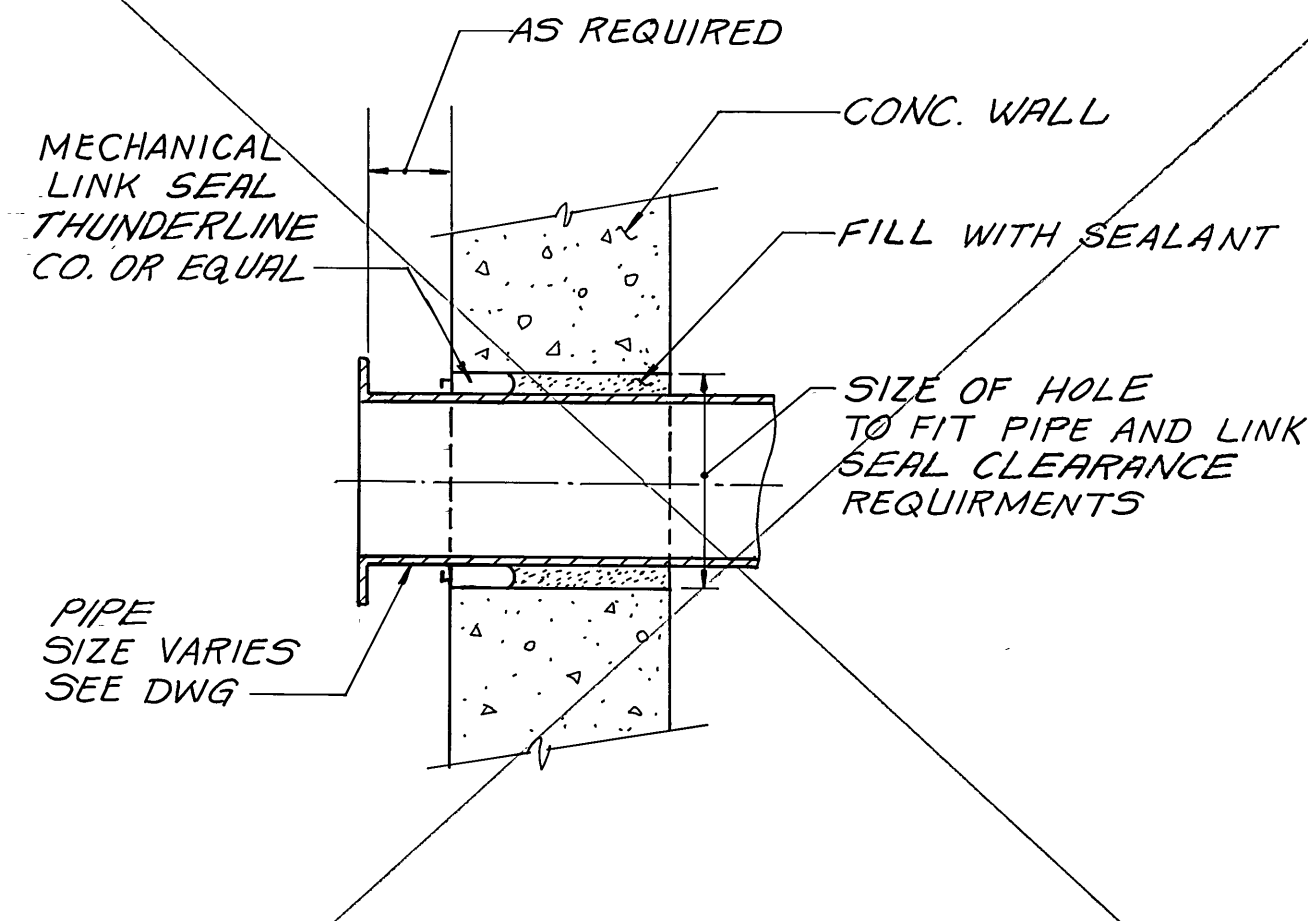
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ORINDA WASHWATER CONTROL FACILITY PHASE I	
POND SECTIONS - 2	
DRAWN BY	DRAWING No. 7987-G-6
SCALE AS NOTED	
DATE JUNE, 1987	SHEET 6 OF 23



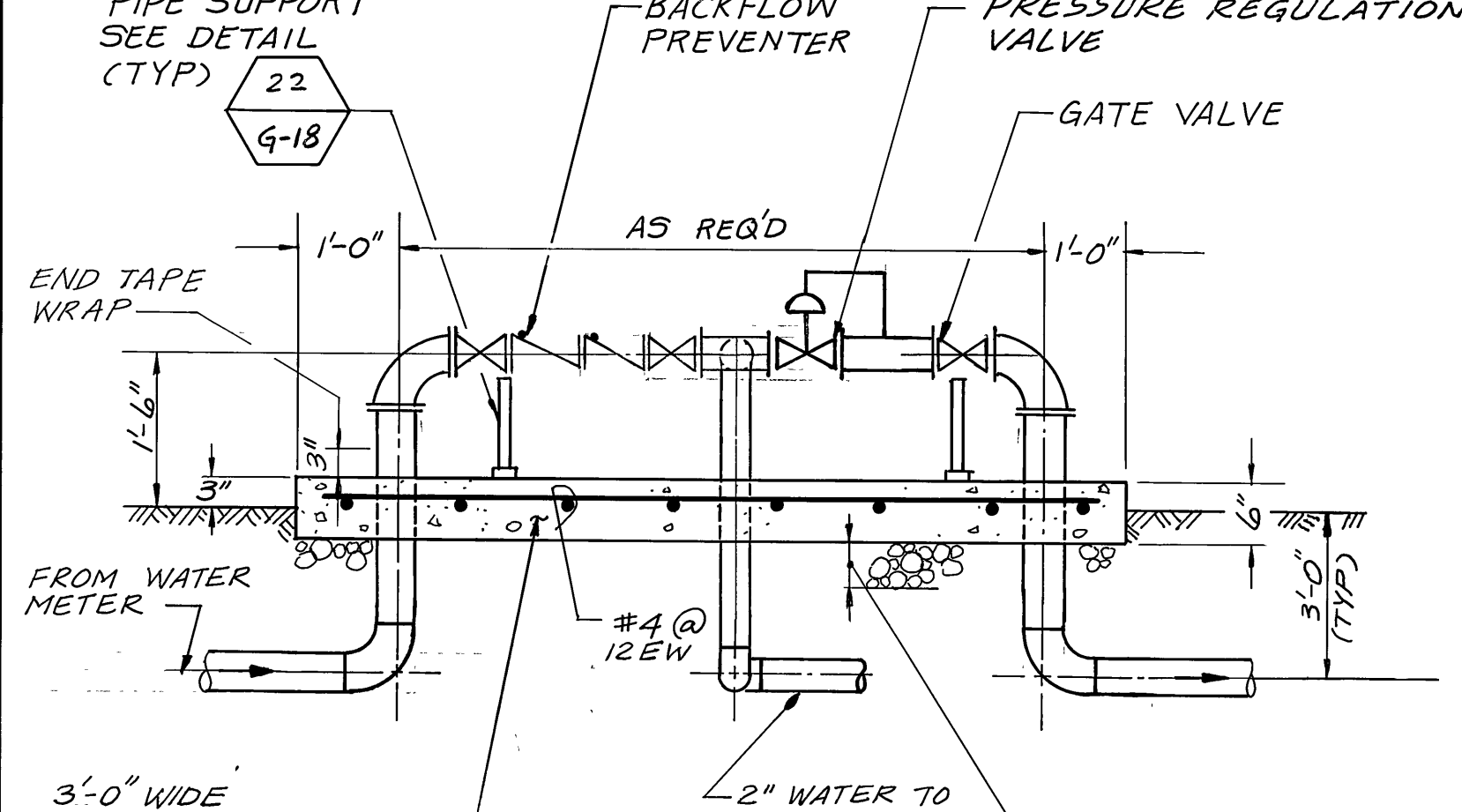
PIPE SUPPORT
NO SCALE
23
VAR



VERTICAL PIPE SUPPORT
NO SCALE
24
VAR

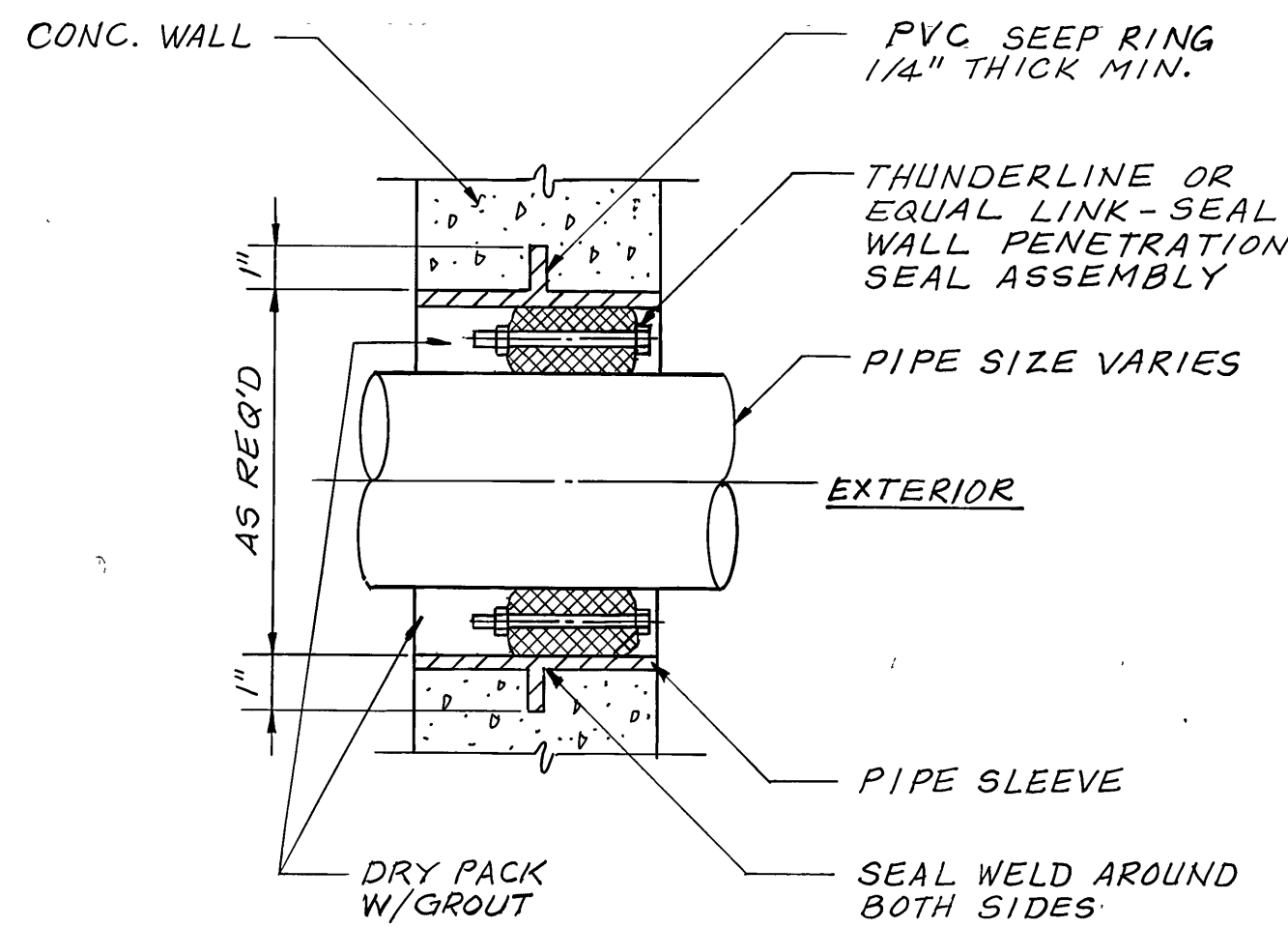


WATERTIGHT WALL PENETRATION
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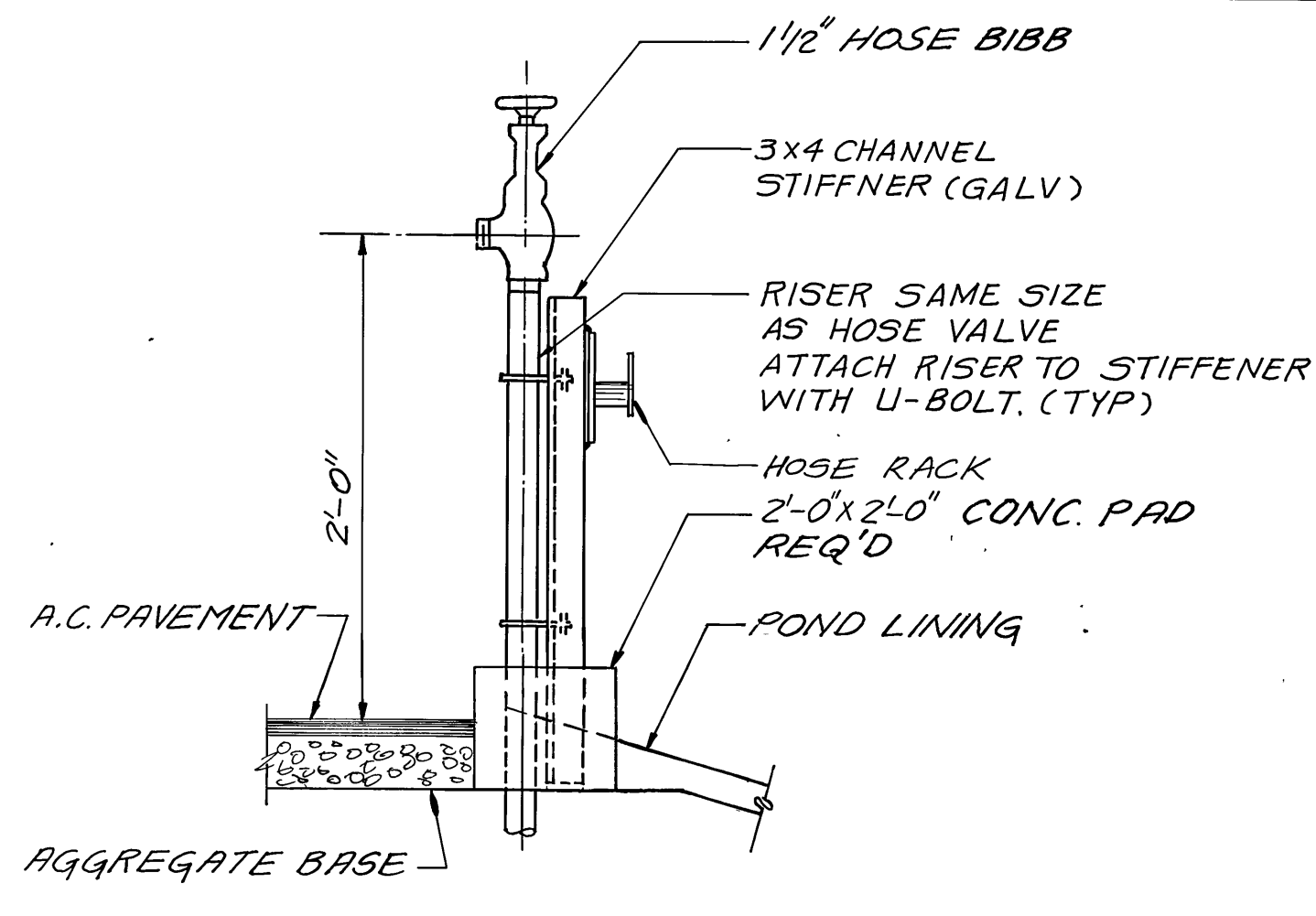


DETAIL
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G-4

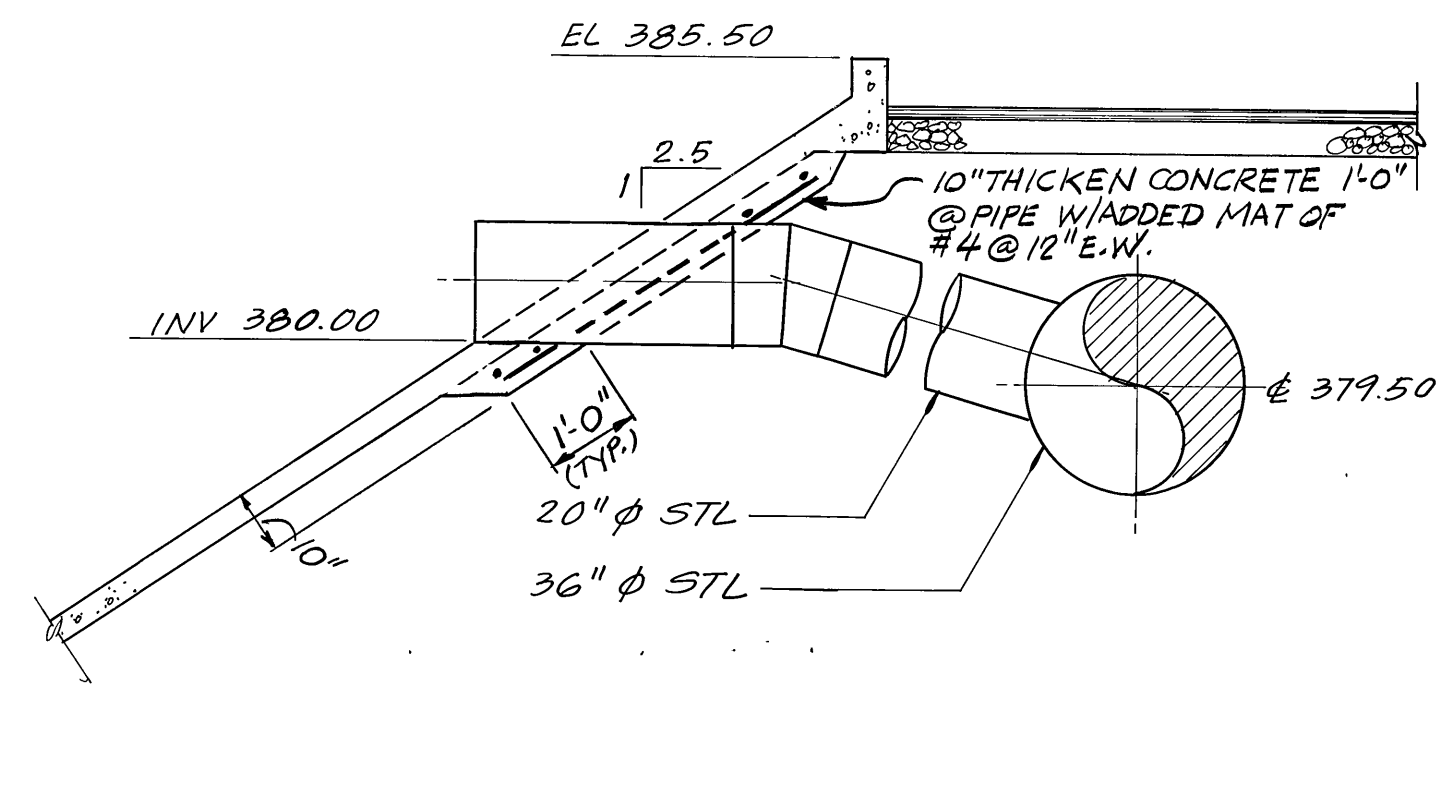
NOTE: CONTRACTOR SHALL PROVIDE PIPING FROM THE NEW DISTRICT SUPPLIED WATER METER.



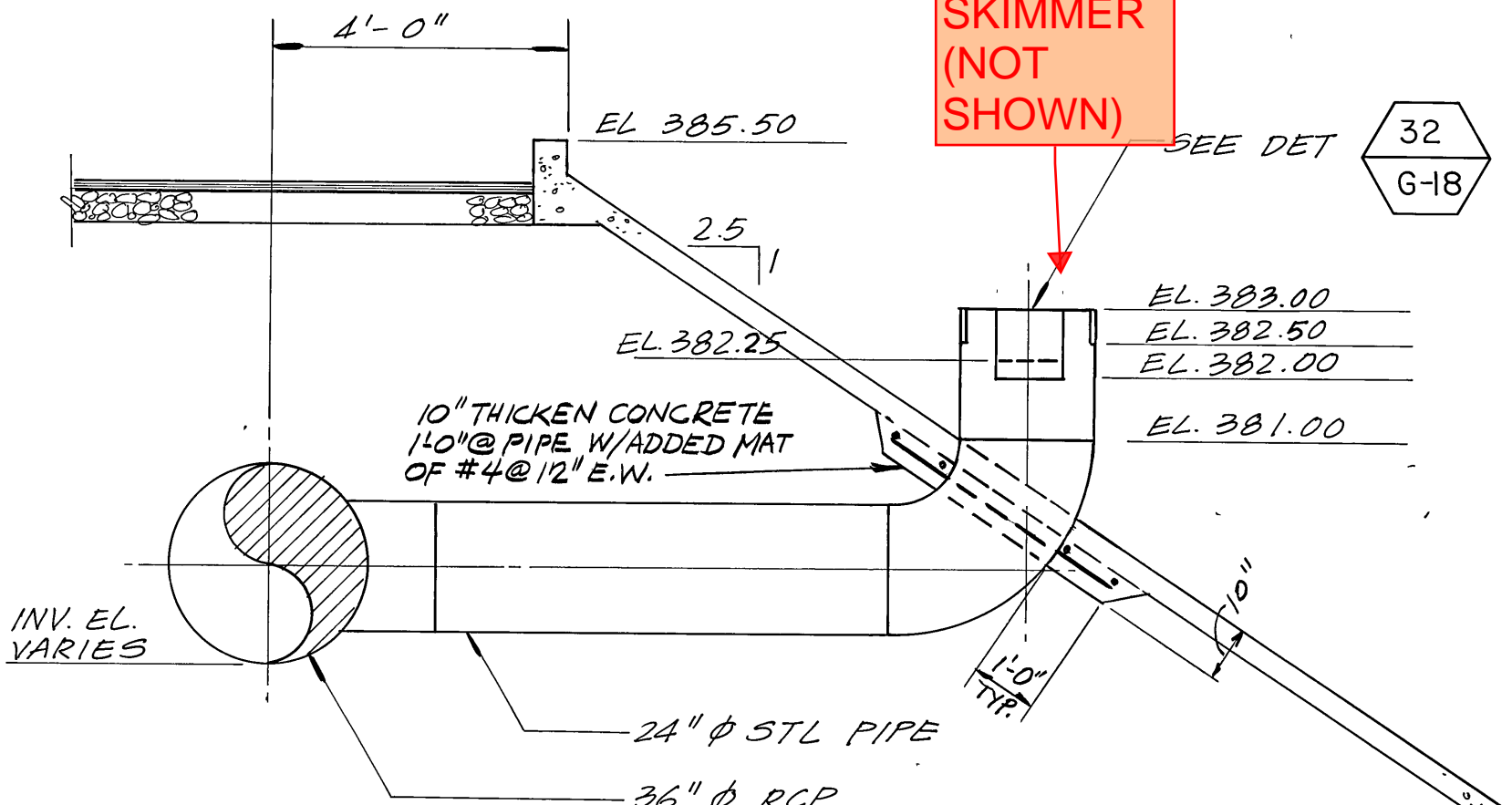
WATERTIGHT PENETRATION DETAIL
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VAR



EXTERIOR HOSE VALVE
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28
G-4



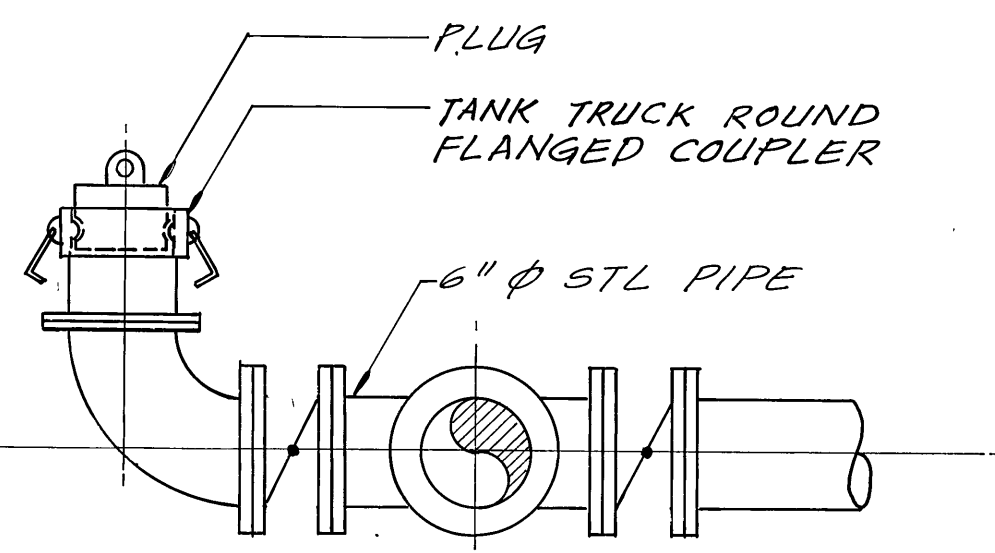
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G-4



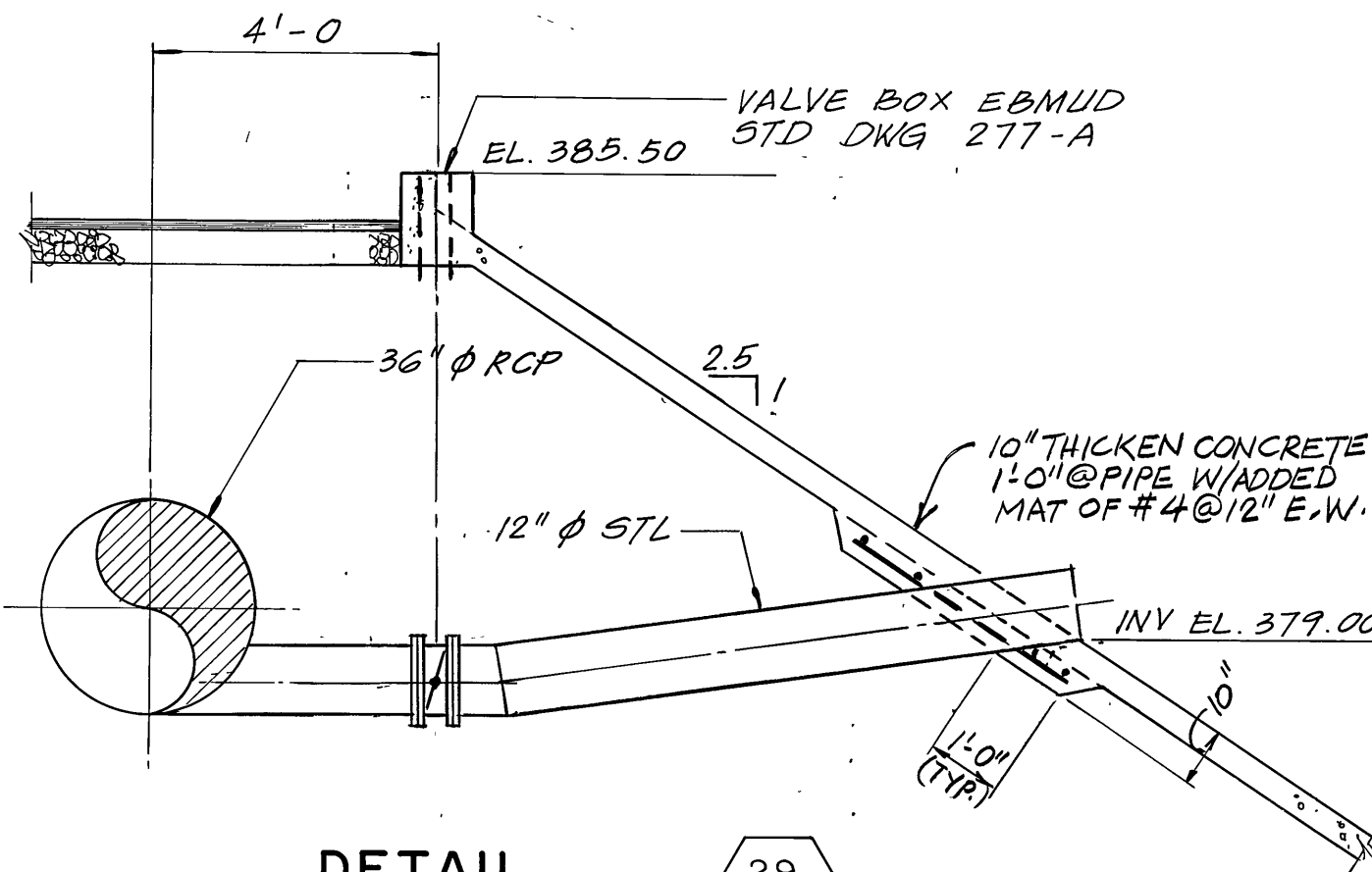
DETAIL
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G-4

3 FEET DIAMETER SKIMMER (NOT SHOWN)

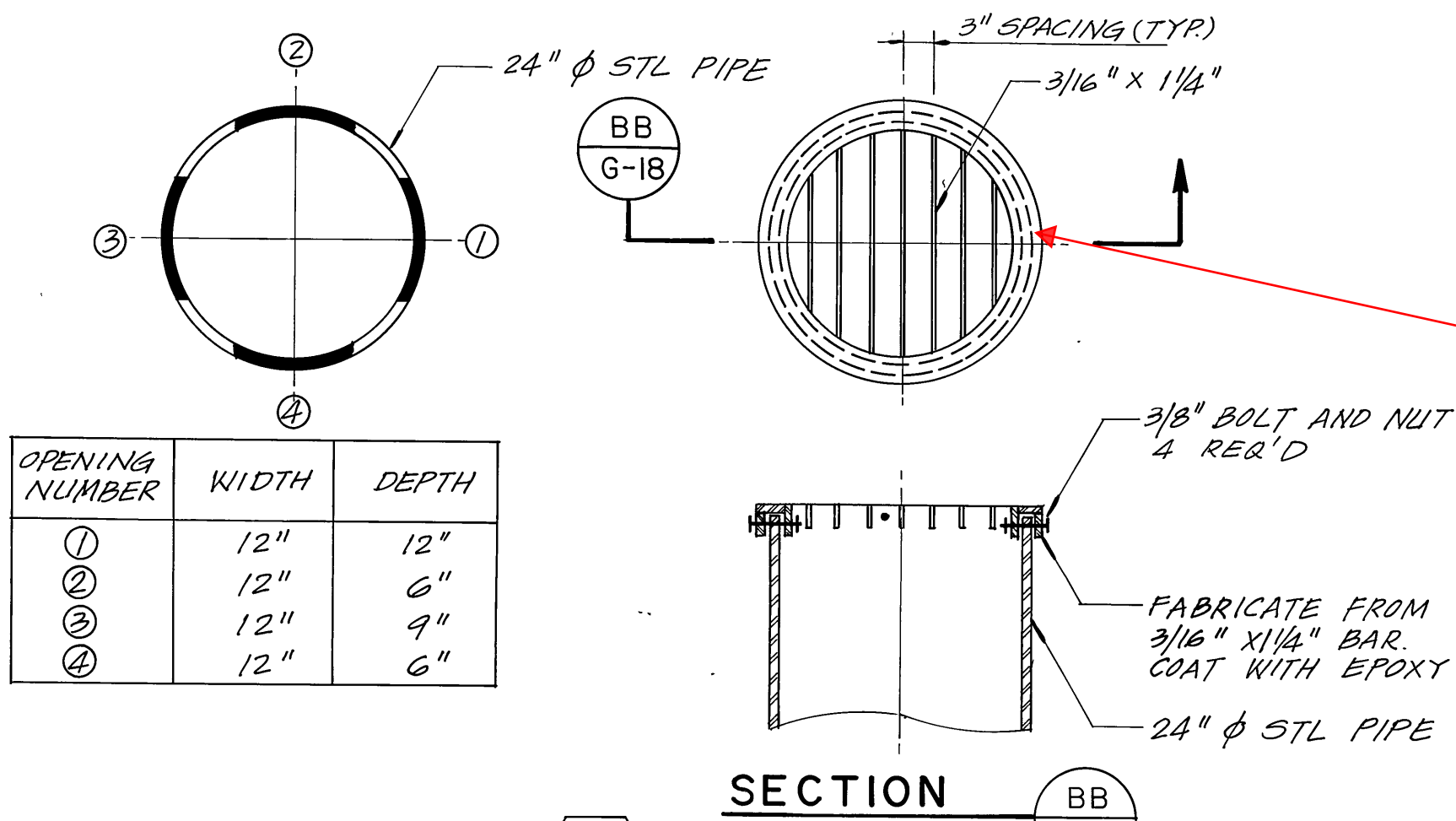
32
G-18



DETAIL
NO SCALE
33
G-18



DETAIL
NO SCALE
29
G-4



DETAIL
NO SCALE
32
G-18

THIS IS NOW A 3 FEET DIAMETER SKIMMER (NOT SHOWN)

OPENING NUMBER	WIDTH	DEPTH
①	12"	12"
②	12"	6"
③	12"	9"
④	12"	6"

SECTION
BB
G-18

NO.	DATE	IN SERVICE	AS BUILT	INSPECTION	BY	REC.	APP.
12	July 88	3 MAY 1988					

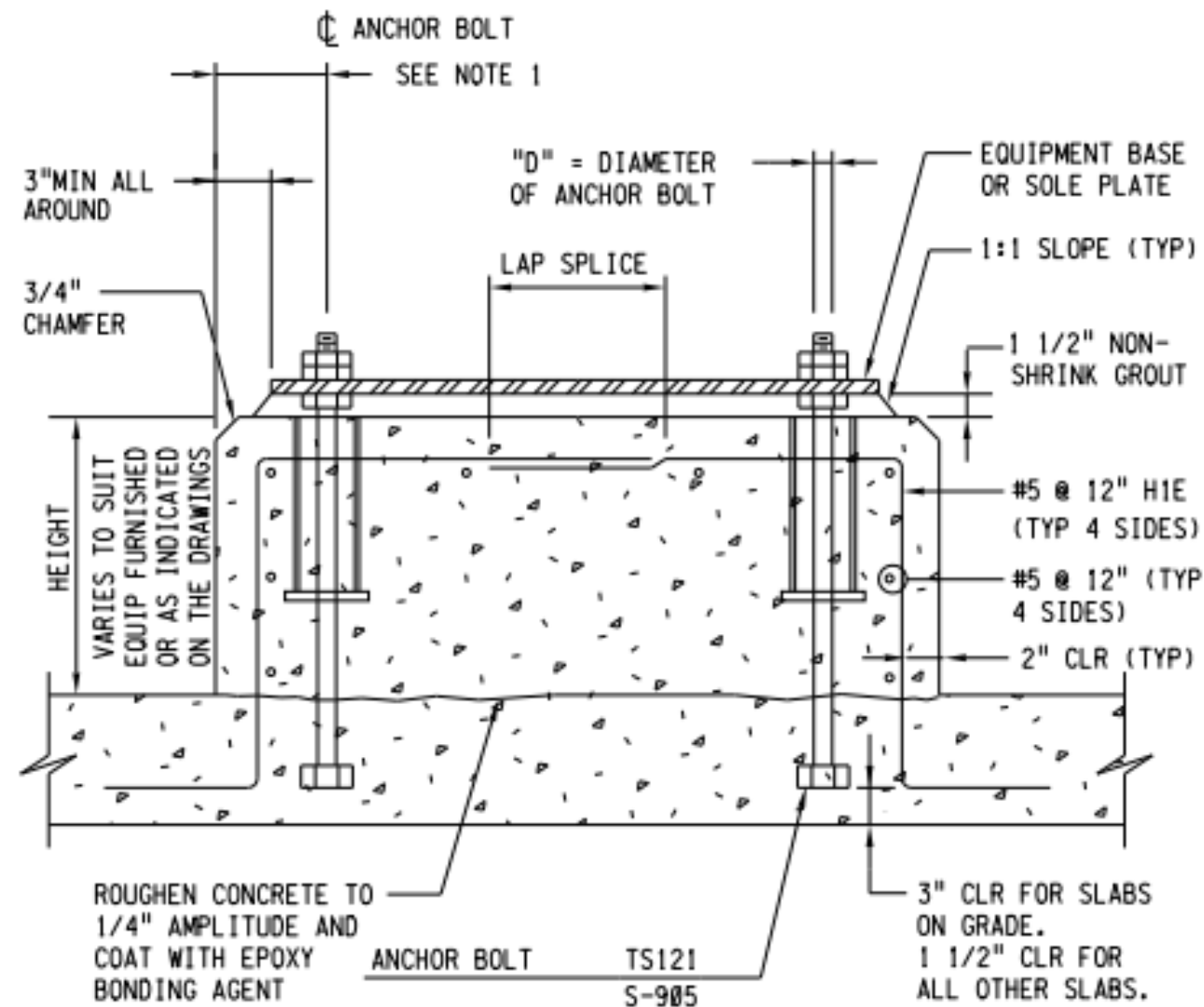
DODSON & YOUNG
Consulting Engineers
307 LENNON LANE
WALNUT CREEK, CALIFORNIA 94598

DESIGNED BY: MSS
DESIGN CHECKED BY:
DRAWN BY: JY/MA
SR. PROJ. ENGR.
APPROVED: *Paul Dodson*
PRINCIPAL-IN-CHARGE, R.P.E. NO. C 16252

PROJECT ENG. *Walter J. Bullock*
R.P.E. No. C 105173
PROJECT MGR. *Walter J. Bullock*
R.P.E. No. C 27900
MGR. OF SUPPORT SERVICES
R.P.E. No. C 29111
MGR. OF WASTEWATER
R.P.E. No. C 36655
Walter J. Bullock

EAST BAY MUNICIPAL UTILITY DISTRICT
SPECIAL DISTRICT No. 1
OAKLAND, CALIFORNIA
ORINDA WASHWATER-CONTROL FACILITY
PHASE I
MISCELLANEOUS DETAILS
DRAWN BY: *Walter J. Bullock*
SCALE: NO SCALE
DATE: JUNE, 1987
DRAWING No. **7987-G-18**
SHEET **18 OF 23**

TYPICAL DETAIL FOR ANCHORING SUPPORTS AT EQUIPMENT BASE



NOTE:

1. THE EDGE DISTANCE ON THE ANCHOR BOLTS SHALL NOT BE LESS THAN 6" OR $8 \times "D"$.

EQUIPMENT BASE

1. GUARDRAIL SHALL BE PROVIDED AT WALKING SURFACE WHEN IT IS ELEVATED MORE THAN 30" ABOVE GRADE OR ADJACENT CONSTRUCTION.
2. SEE DRAWINGS OR SPECIFICATIONS FOR GUARDRAIL MATERIAL TYPE(S).
3. GUARDRAIL SHALL BE PROVIDED AT BOTH SIDES OF EVERY STAIR HAVING TWO OR MORE RISERS, EXCEPT THAT NON-PUBLIC STAIRS 30" OR LESS IN HEIGHT MAY HAVE GUARDRAIL ON ONLY ONE SIDE.
4. GUARDRAIL SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIR, AT LEAST ONE RAIL SHALL BE PROVIDED WITH GUARDRAIL EXTENSIONS, TOP AND BOTTOM.
5. INSIDE GUARDRAIL ON SWITCHBACK STAIRS SHALL BE CONTINUOUS.
6. WALL MOUNTED GUARDRAILS SHALL BE SINGLE RAIL WITH TOP OF RAIL AT 2'-10" HEIGHT ABOVE LANDINGS OR TREAD NOSINGS, MATCHING TOP RAILING ON OPPOSITE SIDE.
7. ALL GUARDRAILS SHALL BE FIXED UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
8. PLACE CENTER OF EMBEDDED POSTS 4" FROM EDGE OF CONCRETE AND 6" FROM EDGE OF CONCRETE STAIR NOSINGS UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
9. PLACE RAIL POSTS OPPOSITE EACH OTHER WHERE RAILINGS ARE PARALLEL.
10. FOR RAIL POSTS MOUNTED TO BEAM OR STAIR CHANNEL, PROVIDE MANUFACTURERS REINFORCED CONNECTION FROM POST TO PLATE. PLATE AND REINFORCED INSERTS SHALL BE ALUMINUM OR STAINLESS STEEL.
11. PROVIDE SLIP JOINTS AT 24' MAX CENTERS FOR EXPANSION OF RAILS AND KICKPLATE. LOCATE RAIL SLIP JOINTS AT FACE OF POST. GAP AT TIME OF INSTALLATION SHALL BE BASED ON TEMPERATURE OF GUARDRAIL (3/8" GAP AT 25°F, 0" GAP AT 100°F). AT CONCRETE EXPANSION JOINTS, PROVIDE MINIMUM OF 1" GAP IN SLIP JOINTS BUT NOT LESS THAN WIDTH OF CONCRETE EXPANSION JOINT. INSERT SLEEVES SHALL BE LONG ENOUGH TO ALLOW FOR THE FULL RANGE OF MOVEMENT.
12. MATERIAL FOR SLIP JOINT PLATE AND KICKPLATE CHANNEL SHALL BE OF THE SAME MATERIAL AS THE GUARDRAIL.
13. ALL JOINTS FOR STAINLESS STEEL GUARDRAIL SHALL BE COPED, WELDED, AND GROUND SMOOTH.
14. PROVIDE KICKPLATE AT ALL LOCATIONS EXCEPT AT SLOPING GUARDRAIL ON STAIRS AND WHERE GUARDRAIL IS MOUNTED ON A 4" MIN CURB. KICKPLATE MAY BE EXTRUDED OR BENT PLATE AND SHALL BE ATTACHED WITH SST BOLTS IN 5/16" X 3/4" SLOTTED HOLES. BOLT KICKPLATE TO POST WITH BOTTOM 1/4" CLEAR FROM FLOOR. FOR SIDE MOUNTED GUARDRAIL, PROVIDE STANDARD SPACER BLOCK BETWEEN POST AND KICKPLATE TO MAINTAIN 1/4" MAX CLEAR SPACING. HAND TIGHTEN AND CENTER PUNCH BOLT TO LOCK. SPLICES SHALL ACCOMMODATE TEMPERATURE EXPANSION PER NOTE 11.
15. COAT ALL SURFACES OF ALUMINUM THAT COME IN CONTACT WITH CONCRETE IN ACCORDANCE WITH SPECIFICATIONS. PLACE NEOPRENE GASKET BETWEEN ALUM AND STEEL.