

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR QUOTATION (RFQ) No. 1914 for Amito Pumping Plant Security Fence

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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.

**RESPONSE DUE**  
by  
**1:30 p.m.**  
on  
**March 6, 2019**  
at  
**EBMUD, Purchasing Division**  
**375 Eleventh St., First Floor**  
**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607  
Website: [ebmud.com](http://ebmud.com)

# EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 1914

for

Amito Pumping Plant Security Fence

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## ATTACHMENTS

EXHIBIT A - RFQ RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - GENERAL REQUIREMENTS

EXHIBIT D – PAYMENT BOND FORMS

EXHIBIT E – SPECIFICATIONS

Section 01 35 53 - Security Procedures.

Section 32 31 13 – Fences and Gates

EXHIBIT F – DRAWINGS

Amito PP Fence Line

Drawing 3328-GB-002

**I. STATEMENT OF WORK****A. BACKGROUND**

Amito Pumping Plant (located at 102 Hiller Drive, Oakland, CA 94607) shares its location with Summit South Reservoir. The site of Amito Pumping Plant has been subject to multiple incidents of trespassing and vandalism. Although the reservoir is completely fenced off, the rest of the site is currently easily accessible and needs to be secured in order to protect District facilities and resources. The District needs a fence constructed that will completely secure both sites. The proposed fence line is illustrated in Exhibit F.

**B. SCOPE**

It is the intent of these specifications, terms, and conditions to describe a fence to be constructed at the site of Amito Pumping Plant. The District intends to award a contract to the lowest cost bidder whose response best meets the District's requirements.

The scope of work for this project is for the Contractor to construct a fence at Amito Pumping Plant in accordance with the drawings in Exhibit E. A partial demolition of existing fence is also included in the scope. Refer to Exhibit E and Exhibit F for detailed drawings of fence to be constructed, fence to be demolished, and fence perimeter plan.

**C. BIDDER QUALIFICATIONS****1. Bidder Minimum Qualifications**

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of installing fences for at least five (5) years.
- b. Bidder shall be a certified fence contractor in possession of a current C-13 Fence Contractor license issued by the California Contractors State License Board.
- c. Bidder shall possess any/all other permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

**D. SPECIFIC REQUIREMENTS**

1. Contractor shall construct a fence satisfactory to District specifications and drawings set forth in Exhibit E and F.
2. Contractor shall be responsible for maintaining job-site safety and compliance with applicable OSHA standards.

3. All work performed at District facilities shall be completed Monday through Friday, between 7:00 AM and 4:30 PM.
4. All products shall be in new and unused condition and shall be of the most current and up to date model.
5. Demolition of portion of existing fence shall include removing existing posts and concrete to 6 inches below grade.
6. Refer to Exhibit E (Additional Specifications) for additional project work requirements:
  - a. Section 01 35 53 - Security Procedures.
  - b. Section 32 31 13 – Fences and Gates
7. Payment Bond in Exhibit D.

E. DELIVERABLES / REPORTS

1. Security Fence as Described.
2. Estimated date of completion based upon estimated award date.

F. INSPECTION

The District will inspect material after its arrival at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected. Contractor is solely responsible for ensuring the material arrives at the District's ship-to location free of defects and manufactured in strict conformance with the specifications.

In the case that an item or lot is rejected, District Inspectors will provide Contractor and the EBMUD Purchasing Division with an Inspectors Job Report which will itemize the product deficiencies and required corrective action.

The District reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the District's expense.

G. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements or the District may demand immediate replacement by Contractor of the non-conforming product. Any

costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

## II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFQ Issued	2/20/19	
NON-MANDATORY Site Walk	2/27/19 10:30 am	at: Amito Pumping Plant 102 Hiller Drive Oakland CA, 94607
Deadline For Submission of Questions	2/28/19	
Addendum/Responses to Questions (if necessary)	3/1/19	
Response Due	3/6/19 by 1:30 p.m.	
Anticipated Contract Start Date	April 24, 2019	

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

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.

### A. NON-MANDATORY SITE WALK/ BID CONFERENCE

Non-Mandatory site walk/bid conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide bidders an opportunity to view the site conditions to better respond to this RFQ.
3. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFQ.

All questions deemed to be pertinent by the District will be posted on the EBMUD website addressed in an Addendum following the site walk/bid conference.

### 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 use Exhibit A "Exceptions, Clarification and Amendments" to:

- a. Clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ
- b. 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 F.O.B. destination. Any freight/delivery charges are to be included.
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.
5. Prevailing Wages:

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

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor under pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such

worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

#### D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a bid package. 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 or hand delivered to the Manager of Purchasing, 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 day 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 working days from the date of receipt of the requesting organization's determination on the protest.

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 / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be 1 year.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for two (2) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days' notice to locate a suitable replacement contractor.

3. 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.
4. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of 5 years from the date of acceptance by the District.

H. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
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.

I. BONDS

1. The successful bidder will be required to post and maintain a payment bond for 100% of the total contract amount with the District. Bonds must be on District forms attached to this RFQ as Exhibit D - Bond Forms.

#### **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: Christian Narvaez, Associate Mechanical Engineer  
EBMUD-Plant Engineering Services  
E-Mail: Christian.Narvaez@ebmud.com  
PHONE: (510) 287-

**CONTRACT EQUITY PROGRAM:**

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

**AFTER AWARD:**

Attn: Christian Narvaez, Associate Mechanical Engineer  
EBMUD- Plant Engineering Services  
E-Mail: Christian.Narvaez@ebmud.com  
PHONE: (510) 287-

##### **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. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's 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:

Kelley Smith, Manager of Purchasing  
East Bay Municipal Utility District  
Amito Pumping Plant Security Fence  
RFQ No. 1914  
EBMUD—Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing  
East Bay Municipal Utility District  
Amito Pumping Plant Security Fence  
RFQ No. 1914  
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. 1914 – Amito Pumping Plant Security Fence

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, ONE COPY, AND ONE (1) ELECTRONIC COPY (in PDF format on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
  - **EXHIBIT D – BOND FORMS**
- **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.**



## **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 5% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. 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):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_



Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**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.

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

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
6' High Chain Link Security Fence, Installed per Specification	Lump Sum	1	\$	\$
TOTAL COST				\$



## 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, 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. **Implementation Plan and Schedule:** The RFQ response shall include a detailed schedule indicating how the bidder will ensure adherence to the timetables for the final equipment and services.
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. 1914 – Amito Pumping Plant Security Fence

**Bidder Name:** \_\_\_\_\_

**Bidder must provide a minimum of three (3) references.**

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

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

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

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

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



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFQ No. 1914 - Amito Pumping Plant Security Fence

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 Program 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

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

### INSURANCE

#### A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

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.

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 GENERAL OR PROFESSIONAL SERVICE PROVIDER.

#### B. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.



Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

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.

C. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.

2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

## GENERAL REQUIREMENTS

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2. BOND
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4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
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11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
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27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

#### 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 OF TITLE**

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

**8. WARRANTY OF FITNESS**

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

**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](http://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](http://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**

- a. The 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).
- 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.
  - 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. District shall pay to the Contractor the portion of the contract price allocable to Work completed in accordance with the Contract before the effective date of termination.
- 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/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

## **22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

## **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 - Payment Bond Forms



DATE \_\_\_\_\_

# PAYMENT BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

## KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

PAYMENT BOND

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

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

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

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

Contractor

By

\*Title

By

\*\*Title

(SEAL OF SURETY)

Surety

By

Title

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

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

, East Bay Municipal Utility District

Specifications / Proposal No.

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

## Exhibit E - Specifications

## SECTION 01 35 53

### SECURITY PROCEDURES

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

###### A. Work Included:

1. Requirements of this section apply to work sites located at or near critical District facilities or infrastructure. This project involves:
  - a. On-line potable (drinking) water storage, which will remain in operation during the construction of this project.
  - b. On-line potable water distribution that will remain in operation during the construction of this project.
  - c. Un-staffed facility.
2. Contractor shall comply with the District's protocol as described herein for personnel identification, site access control, and contractor deliveries.
3. Unless otherwise specified in the Contract Documents, Security of this (these) site(s) and the Contractor's equipment and tools shall be the Contractor's responsibility from commencement of work through contract completion.
4. Contractor's site security monitor shall be on-site and available at all times while work is being performed ensuring that requirements of this section are met. This individual may be the superintendent.

###### B. Related Sections:

1. Section 01 11 00 – Summary of Work
2. Section 01 14 00 – Work Restrictions
3. Section 01 35 24 – Project Safety Requirements

##### 1.2 SUBMITTALS

- A. Provide daily sign-in log to the Carpentry Supervisor identifying all personnel on the job for that workday. Logs shall be provided to the Carpentry Supervisor at the end of each workday. Log shall include: individuals' full name, company and company phone number.
- B. Provide a legible photo copy of the personnel's current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State

in the United States for all personnel working on site whether or not they have been issued a District photo identification badge. Provide these copies no later than the first day the personnel report to the work site. These copies shall be retained by the Engineer for the duration of the project and will be returned to the contractor or shredded, at Contractor's discretion, once the project is completed and all materials between District and Contractor are closed out.

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

### 1.3 PERSONNEL IDENTIFICATION AND BADGING

- A. Contractor's personnel and all people associated with the work will be issued individual District Photo Identification (ID) Badges that will be valid for the duration of the project.
- B. Contractor shall complete a Non-Employee Access Card Request (Form K-073A, see Appendix A) for each of Contractor's personnel and all people associated with the work. Provide the Carpentry Supervisor with a list of contractor's personnel and all people associated with the work and completed K-073A form for each individual. The Carpentry Supervisor will forward that list and the completed K-073A forms to the District's Security Administration. After the Carpentry Supervisor notifies the Contractor that the list and request forms have been sent to Security Administration, Contractor shall contact the District's Security Administration at 510/287-0892 to arrange the date and time for those listed people to take personnel photographs at the District's Security Office at the main Administration Building in Oakland. Proof of Identification, such as a California driver's license must be provided for each individual at the time they come to the District to have their photo taken for issuance of a Photo ID Badge. The Contractor shall repeat this procedure on an as-needed basis when additional Photo ID Badges are required for contractor's staff during the course of the project.

C. Record Keeping

1. Contractor shall keep a written record of the name, employer, work telephone number and a copy of the current driver's license or current State issued identification card of each person issued a Photo ID Badge.
2. Lost or missing badges shall be reported immediately to the Carpentry Supervisor and to the District's Security Administration so the lost card can be de-activated in the security system. Upon request, the District may issue a replacement card at expense of the Contractor.
3. A cumulative list of lost or missing Photo ID Badges shall be kept by the Contractor and submitted to the Carpentry Supervisor with monthly progress documentation, or upon the request of the Carpentry Supervisor.
4. All project specific Photo ID Badges shall be surrendered to the District no later than at the completion of the contract.
5. The Contractor shall immediately surrender to the District the badges of any Contractor's employee that is reassigned to other sites or terminated during the construction. The Contractor shall be responsible for collecting and returning the badges to the District when a contractor's staff leaves the company or is no longer assigned on that project; and all Photo ID Badges must be returned to the Carpentry Supervisor (who will return them to Security Administration) when the project is complete, with no exceptions.

D. All personnel associated with the work shall be required to wear District-issued Photo ID Badge at all times while working at the site. Photo ID Badges shall be attached above the waist on outer garments or affixed to a hard hat and shall be visible at all times. Any Contractor employee or worker who does not display a Photo ID Badge while on site shall be required to leave the site or will be denied access until such time as they have an approved badge.

E. Upon request, badges shall be shown to District's staff or security officers. Persons without badges shall be required to immediately leave the site unless the Contractor's site security monitor can verify that the person is required on site.

F. Emergency (unplanned) site access – For emergency access as determined by the Contractor and approved by the Carpentry Supervisor, the Contractor's site security monitor shall verify the identity of the person entering without a Photo ID Badge. That person will be deemed to be a visitor and must be escorted at all times while on the site, by a District employee or a Contractor employee that does have a Photo ID Badge and is to be held responsible for that visitor. A legible photo copy of the visitors current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States must be made on the site by the Contractor or the Carpentry Supervisor, and attached to the daily log of site personnel for that day.



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

#### 1.4 BACKGROUND CHECKS

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

#### 1.5 SITE ACCESS CONTROL

- A. At the end of each workday, any gates, hatches, doors, windows, manways, and exterior ladders, etc. shall be secured, closed, and locked. Any alarmed system which is activated or disabled during the workday shall be tested through to the alarm monitoring station for proper actuation.
- B. At the end of each workday secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids. Prepare a key control plan outlining the lock system to be used along with the list of personnel who will be issued keys and are authorized to use said keys. Upon loss of critical keys, the Contractor shall replace all corresponding locks and re-issue keys to prevent unauthorized access.
- C. Unless otherwise indicated on the Drawings, existing fences and gates at the site shall remain intact and in use throughout construction. The existing perimeter security of the site shall be maintained at all times. Fences and gates that are breached due to construction (e.g., construction of a utility crossing under a fence), shall be restored by the end of work hours each day. The District reserves the right to request additional fencing around any areas of the construction site. Additional fencing will be paid as extra work.
- D. Contractor-requested modifications to existing fences and gates are subject to Carpentry Supervisor approval.
- E. Site shall be made secure with a minimum of 8 foot tall chain link fencing.

- F. The District reserves the right to establish a Security Check-in/Out location for any job site.
- G. The District reserves the right to assign a District's security officer to provide security for any job site.
- H. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license). All Contractor's trucks and drivers are subject to the same identification and search requirements.
- I. At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project as determined by the Carpentry Supervisor.

#### 1.6 DAILY SITE ACCESS PATH

##### A. General:

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

#### 1.7 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles and packages shall be subject to search by District designated security personnel or the Carpentry Supervisor.
- B. Vehicles typically may be required to wait depending upon the amount of traffic. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on District property may be searched for items that may pose a threat to the facility or to personnel.

#### 1.8 PHOTO CONTROL

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

## 1.9 CONTRACTOR DELIVERIES – UNSTAFFED FACILITY

- A. All deliveries shall be stopped and inspected at the gate or at the site access point by the Contractor.
- B. All deliveries shall be made during normal work hours as defined in Section 01 14 00.
- C. Follow the guidelines in US Postal Inspection Service Publication 166, Mail Center Security Guidelines. A copy of these guidelines can be found at:  
<http://www.usps.com/cpim/ftp/pubs/pub166.pdf>.
- D. Deliveries shall be permitted to enter the site only after:
  - 1. The source and contents of the larger packages, crates, equipment, or materials are verified by the Contractor, and
  - 2. The driver and others entering the site provide the Contractor with sign-in information, as required in Article 1.2.A.
- E. All freight and bulk deliveries made to the site may be subject to search regardless of the final delivery destination. The Contractor shall inform all delivery companies and drivers in advance that all freight entering the site is subject to search. Contractor shall submit acknowledgment from all freight and bulk delivery companies that the companies have been informed of and consent to such searches.

## 1.10 PRODUCTIVITY LOST AND COST INCURRED DUE TO SECURITY REQUIREMENTS

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

## 1.11 PAYMENT

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

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

## **SECTION 32 31 13**

### **FENCES AND GATES**

#### **PART 1: GENERAL**

##### **1.1 SUMMARY**

###### **A. Work Included**

1. This section covers the work necessary to provide fences and gates as shown on the drawings.
2. Coordination with the supplier of the motorized gate operators specified in Section 32 31 11 for proper installation and operation of the motorized gate operators.
3. Coordination with the supplier of the access control system specified in Section 28 10 00 for proper installation and operation of the security control panels, door control modules, card readers, intercoms, Knox boxes, and key override switches to provide integrated vehicle and man entry gates.

##### **1.2 REFERENCES**

###### **A. ASTM International**

1. ASTM A392: Zinc-Coated Steel Chain-Link Fence Fabric.
2. ASTM A653/A653M: Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
3. ASTM A824: Metallic-Coated Steel Marcellled Tension Wire for Use with Chain-Link.
4. ASTM C33: Concrete Aggregates.
5. ASTM C150: Portland Cement.
6. ASTM F567: Standard Practice for Installation of Chain-Link Fence.
7. ASTM F626: Fence Fittings.
8. ASTM F668: Polyvinyl Chloride (PVC)-Coated Steel Chain-Link Fence.
9. ASTM F900: Industrial and Commercial Swing Gates.
10. ASTM F934: Standard Colors for Polymer-Coated Chain-Link Fence Material.
11. ASTM F1043: Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework.
12. ASTM F1083: Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
13. ASTM F1184: Industrial and Commercial Horizontal Slide Gates.

14. ASTM F1345: Zinc 5-Percent Aluminum-Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric.
15. ASTM F1664: Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence.

### 1.3 RELATED SECTIONS

- A. Section 28 10 00 – Access Control.
- B. Section 32 31 11 – Gate Operators.

### 1.4 SUBMITTALS

- A. Submittals shall be made in accordance with Section 01 33 00 submittal procedures.
- B. The fence supplier shall furnish submittals for approval as outlined below:
  1. Product data
  2. Warranty
  3. Instruction manuals
  4. As-built documents and Operations and Maintenance (O&M) manuals
  5. Certified factory test results
  6. Field test reports
- C. Shop Drawings: All features of the design, materials, fabrication, and layout of fence and gate(s) shall be completely described and illustrated.
  1. Submit drawings showing construction (mounting) details and dimensions of motorized gate operators and entry and exit safety loops and pedestals.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer Experience: 5 years' experience manufacturing fence components.
- B. Installer Experience: 5 years' experience installing fence components on similar projects in accordance with ASTM F567.
- C. Material Source: Fence, framework, gates, fittings, fasteners, and accessories shall be obtained from single source.
- D. Tolerances: ASTM current specifications and tolerances shall apply and supersede any conflicting tolerance.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Materials shall be delivered to project site with manufacturers' tags and labels intact.
- B. Storage: Gates shall be stored in a manner to prevent warping. Chain-link fabric material shall be kept rolled until ready for installation. Materials shall be stored off the ground to protect against oxidation caused by ground contact.

- C. Handling: Handling shall be conducted in a manner to prevent damage during loading and unloading of components.

## 1.7 PROJECT CONDITIONS

- A. Alignment: Fence alignment and grade conditions shall be verified; repairs to grade shall be made.
- B. Low-Area Crossings: Areas shall be closed when fence fabric and panel crosses depression or ditch.

## 1.8 WARRANTY

- A. Fabric, Panels, and Posts: Manufacturer's standard warranty shall cover fence fabric, panels, posts, and gates against failure and rust from normal use for period of 5 years from date of installation.
- B. Gates: Manufacturer's standard warranty shall cover gates for 5 years from date of installation. Failure is defined as defects in manufacturing that prevent the gate from operating in a normal manner.

## PART 2: PRODUCTS

### 2.1 CHAIN-LINK FENCE AND GATES

- A. General: Galvanized steel or galvanized steel with PVC coating as specified on the drawings.
  - 1. Galvanized – hot-dip galvanized:
    - a. Fabric: ASTM A392, Class 2 – 2.0 ounces per square foot minimum zinc coating.
    - b. Posts: ASTM F1083, 1.8 ounces per square foot minimum.
  - 2. Polymer Coating
    - a. Material: ASTM F668, Class 2b, fused and adhered to metallic-coated steel wire.
    - b. Bonding Method: ASTM F1043, thermally bonded, free of pinholes, bubbles, or voids, or rough or blistered surfaces.
    - c. Thickness:
      - 1) Fabric: 7-mils minimum.
      - 2) Tension Wire and Ties: 7-mils minimum.
      - 3) Posts, Rails, Braces, Gate Frames, and Accessories: 10 to 15 mils for PVC or polyolefin and 3 mils for polyester.
      - 4) Gates: 10 to 15 mils.
    - d. Color: ASTM F934, uniform, as specified on the drawings.

- e. Finish: Shop-apply polymer coating to fence components. Field-apply finish to nuts and bolts.

**B. Fence Fabric: ASTM A392.**

1. Height: 2.1 meters.
2. Mesh Size: 1 inch, helically wound and woven.
3. Wire Gauge:
  - a. 9 gauge for 1 inch mesh
4. Selvage
  - a. Fabric 6 feet and over in height: knuckled top and twisted bottom.
5. Fence Framing Materials
  - a. Type I Pipe
    - 1) Steel Pipe: ASTM F1083, Group IA, Schedule 40, Regular Grade.
    - 2) Coating: ASTM F1083, 1.8 ounce per square foot zinc-coated (galvanized) steel interior and exterior.
  - b. Type II Pipe
    - 1) Steel Pipe: ASTM F1043, Group IC, Schedule 40.
    - 2) External Protective Coating: ASTM F1043, Type B, 0.9 ounces per square foot minimum hot-dip zinc coating plus a chromate conversion and a clear polymer coating.
    - 3) Internal Coating: ASTM F1043 Type D, 81 percent nominal zinc pigmented coating minimum 3 mils thick or Type B, minimum 0.9 ounces per square foot zinc.

**C. Rails and Braces**

	<b>Type I Round</b>	<b>Type II Round</b>
Outside Diameter (inches)	1.660	1.660
Wall Thickness (inches)	0.140	0.111
Weight (pounds per foot)	2.27	1.84

**D. Posts**

1. Terminal Posts (Including End, Corner, and Pull Posts):

<b>Fabric Height</b>	<b>Type I Round</b>			<b>Type II Round</b>		
	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>
6'0" or less	2.500	3.65	0.154	2.500	3.12	0.130
Over 6'0" to 8'0"	2.875	5.80	0.203	2.875	4.64	0.160

<b>Fabric Height</b>	<b>Type I Round</b>			<b>Type II Round</b>		
	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>
Over 8'0" to 10'0"	3.500	.758	0.216	3.500	5.71	0.160
Over 10'0" to 12'0"	4.000	9.12	0.226	4.000	6.57	0.160
Over 12'0" to 14'0"	4.500	10.80	0.237	4.500	10.07	0.220
Over 14'0"	Submit strength calculations from manufacturer.					

2. Line Posts

<b>Fabric Height</b>	<b>Type I Round</b>			<b>Type II Round</b>		
	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>	<b>OD (in)</b>	<b>Weight (lbs/ft)</b>	<b>Wall Thk. (in)</b>
6'0" or less	2.000	2.72	0.145	2.000	2.28	0.120
Over 6'0" to 8'0"	2.375	3.65	0.154	2.375	3.12	0.130
Over 8'0" to 10'0"	2.875	5.80	0.203	2.875	4.64	0.160
Over 10'0" to 12'0"	3.500	7.58	0.216	3.500	5.71	0.160
Over 12'0" to 14'0"	4.000	9.12	0.226	4.000	6.57	0.160
Over 14'0"	Submit strength calculations from manufacturer.					

3. Swing Gate Posts

	<b>Gate Leaf Single-Swing</b>			
	<b>6' or Less</b>	<b>6' to 12'</b>	<b>12' to 19'</b>	<b>19' to 23'</b>
Outside Diameter (inches)	2.875	4.00	6.625	8.625
Weight (pounds per foot)	5.79	9.11	18.97	28.55

4. Cantilever Slide Gate Posts

	<b>Gate Opening</b>	
	<b>Less Than 31'</b>	<b>31' and Over</b>
Number of Posts	1 Pair (2)	2 Pair (4)
Outside Diameter (inches)	4.00	4.00
Weight (pounds per foot)	9.11	9.11

E. Miscellaneous Fittings and Hardware

1. General: ASTM F626; provide items to complete fence system.
  - a. Provide items to complete fence system.
  - b. Match fittings and hardware to materials of construction for posts and fabric.



- c. Match coatings for items to fence system specified.
  - 2. Post Tops and Caps: ASTM F626.
    - a. Provide one weathertight cap for each post closure post.
    - b. When top rail is specified, provide line post loop tops to secure top rail.
  - 3. Top Rail and Brace Rail Ends: ASTM F626 suitable for connection to terminal post.
  - 4. Top Rail Sleeves: Provide 7-inch steel expansion sleeve per ASTM F626 with spring to allow for expansion and contraction.
  - 5. Tension Wire
    - a. Steel: ASTM A824, Type II, zinc-coated (galvanized) steel wire, 7-gauge, 0.177-inch-diameter wire having a minimum breaking strength of 8670 N. Class 4, 75,000 psi.
    - b. Polymer-Coated Steel Tension Wire: ASTM F1664, core wire gauge 7 (0.177 inch). Match coating class and color to chain-link fabric.
  - 6. Tension/Stretcher Bars and Stretcher Bar Bands
    - a. Bars: ASTM F626, steel, one-piece,  $\frac{3}{16}$ -inch by  $\frac{3}{4}$ -inch minimum, full height of fabric minus 2 inches. Provide tension (stretcher) bars where chain-link fabric is secured to terminal post.
    - b. Bands: Steel, suitable to connect to post.
  - 7. Truss Rods: ASTM F626, steel rods,  $\frac{5}{16}$ -inch-diameter with pressed steel tightener.
  - 8. Polymer Coated Color Fittings: ASTM F626, polymer coating 0.006-inch minimum, fused and adhered. Match material and color to fence system.
  - 9. Wire Ties and Hog Rings: ASTM F626.
    - a. Wire: 9-gauge steel wire.
    - b. Hog Rings: 9-gauge aluminum alloy.
    - c. Coating: Match coating, class, and color to chain-link fabric.
  - 10. Barbed Wire Arms:
    - a. Steel or malleable iron having sufficient strength to withstand a weight of 250 lbs. applied at the outer strand of barbed wire.
    - b. Installed at a 45 degree angle to the ground with 3 strands of barbed wire per side of V-arm.
  - 11. Barbed Wire:
    - a. Two twisted strands of 12-1/2 gage line wire .
    - b. 14 gage aluminum barbs, not more than 5" apart.
- F. Swing Gates
- 1. Standard: ASTM F900, one-piece unit.

2. Material: Zinc-coated steel (ASTM F1043 or ASTM F1083). Match fence post material.
3. Framework: 1.9-inch outside diameter pipe or 2-inch by 2-inch tubing, minimum. Design structurally to support weight of gate without warping or sagging. Polymer-coated gate frames and gateposts; match the coating type and color to that specified for the fence framework.
4. Bracing: Provide internal bracing for rigidity. Use same material as frame. Join frame by continuous welding. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780.
5. Fabric: Match height and type as fence. Install fabric with hook bolts and tension bars at four sides at not more than 12 inches on center.
6. Posts: See Section 2.1.C for pipe type. See Section 2.1.E.3 for gate post sizes.
7. Latch: Double latch with drop rod, plunger, and gate stop, suitable for padlock.
8. Keeper: Steel, mechanical locking device.
9. Double Gates: Provide galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide galvanized pressed-steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.

#### G. Miscellaneous

1. Do not use gate frame as rotating hinge element.
2. Furnish gates complete with necessary fittings and hardware.
3. Provide non-lift-off-type hinges permitting 180-degree swing, capable of supporting gate leaf and allowing opening and closing without binding.
4. Moveable parts such as hinges, latches, keeper, and drop rods to be field-coated using liquid polymer touchup paint provided by manufacturer.
5. All gate hinge hardware shall be welded to fence post to prevent gates from shifting over time.

## 2.2 GATE OPERATION

- A. Chain-link swing gates shall be manually operated.

## 2.3 FENCE SYSTEM FOUNDATIONS

- A. Cement: American Portland, ASTM C150, Type I.
- B. Aggregate
  1. Fine Aggregate: Natural sand meeting ASTM C33.
  2. Coarse Aggregate: Clean, crushed stone or gravel, ASTM C33, gradation No. 67.
- C. Water: Potable.
- D. Concrete Strength: 20.7 MPa at 28 days, minimum.

## PART 3: EXECUTION

### 3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property line and legal boundaries of work are clearly established.

### 3.2 PREPARATORY WORK

- A. Contact utility locator service to confirm location of existing utilities and rights-of-way.
- B. Prior to erection of fence, clear surface irregularities.
- C. Provide clearing and grading for fence alignment located through areas not cleared.
- D. Coordinate and obtain approval to remove growing and live trees in conflict with fence alignment.
- E. Coordinate with underground utility drawings of onsite utilities prior to fence post and guard post installation. Field verify underground utility locations where possible.
- F. Relocate fence alignment to clear conflicts as directed.

### 3.3 CHAIN-LINK FENCE AND GATE INSTALLATION

- A. General: Install chain-link fence in accordance with ASTM F567, manufacturer's recommendations, and approved shop drawings.
- B. Posts
  - 1. Post Distance
    - a. Line Posts: 10-foot maximum spacing. Provide line post equally spaced for each section of fence.
    - b. Brace Posts: 500-foot maximum spacing and at abrupt vertical changes in grade.
    - c. Alignment Deflection: Install brace or corner posts where fence line deflects 30 degrees or more.
  - 2. Post Hole Excavation
    - a. Depth:
      - 1) Corner, Brace, Terminal, and Gate Posts: 3.5 feet minimum.
      - 2) Line Posts: 3 feet minimum.
    - b. Hole Diameter: 10 inches minimum or 3 inches greater than outside diameter of pipe (whichever is greater).
  - 3. Plumb: Set post plumb, true to line and grade. Allow 10 inches clear between bottom of posthole and bottom of post.
  - 4. Concrete Fill: Place concrete in continuous pour, tamped for consolidation, and crowned to shed water.
  - 5. Concrete Cure: Allow concrete foundations to cure 48 hours before attaching fabric.

6. Diagonal Bracing: Install horizontal (middle) and diagonal bracing at corner, gate, terminal, brace posts, and abrupt vertical changes in grade.

#### C. Fence

1. Brace Rail and Truss Rod: Install horizontal pipe bracing at mid-height of fence on each side of terminal or intermediate brace posts. Attach with fittings. Install diagonal truss rods.
2. Top Tension Wire: Install by weaving through fabric and securing to fabric with hog ring or wire clip. Attach hog ring or wire clip to fabric at 24-inch intervals.
3. Bottom Tension Wire: Install by weaving through fabric and securing to fabric with hog ring or wire clip. Attach hog ring or wire clip to fabric at 24-inch intervals.
4. Brace Assemblies: Install so posts are plumb when diagonal rod is under proper tension.
5. Stretcher Bars: Thread through or clamp to fabric 4 inches on center, and secure to posts with metal bands spaced 16 inches on center.
6. Fabric: Leave approximately 2 inches between finish grade and bottom selvage. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on outside of fence and anchor to framework so that fabric remains in tension after pulling force is released.
7. Tie Wires: Use U-shaped wire, which conforms to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns. Bend ends of wire to minimize hazard to person or clothing.

#### D. Electrical Grounding

1. Grounding of the fence is not the responsibility of the fence contractor and is not included in the fencing scope of work for this contract.
2. Coordinate work with grounding contractor for needed access to the work areas.

#### E. Low Area Crossings: Close areas when fence fabric crosses depression or ditch with galvanized T12 deformed rebar at 4 inches on center driven 3 feet into ground and tied to inside of fence fabric or as indicated on the drawings.

#### F. Gates:

1. Install gates plumb, level, and secure.
2. Attach hardware to prevent unauthorized removal. Install nuts and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
3. Provide full opening without interference.
4. Install ground-set items in concrete for anchorage as recommended by fence manufacturer.
5. Adjust hardware for smooth operation and lubricate.
6. Provide grounding bond strap between gate and fence.

7. Locks for gates are not provided and installed by this section. Hinges shall be welded to post per Section 2.1G.5.

G. Field Coating

1. Galvanized: Repair damaged coatings in shop or during field erection by recoating with hot-applied repair galvanizing compound applied per manufacturer's recommendation.
2. Polymer Application: Field-apply polymer coating provided by the fence coating system manufacturer to nuts and bolts, scratched or damaged areas, and moveable parts in accordance with manufacturer's recommendations.

END OF SECTION






## Exhibit F - Drawings

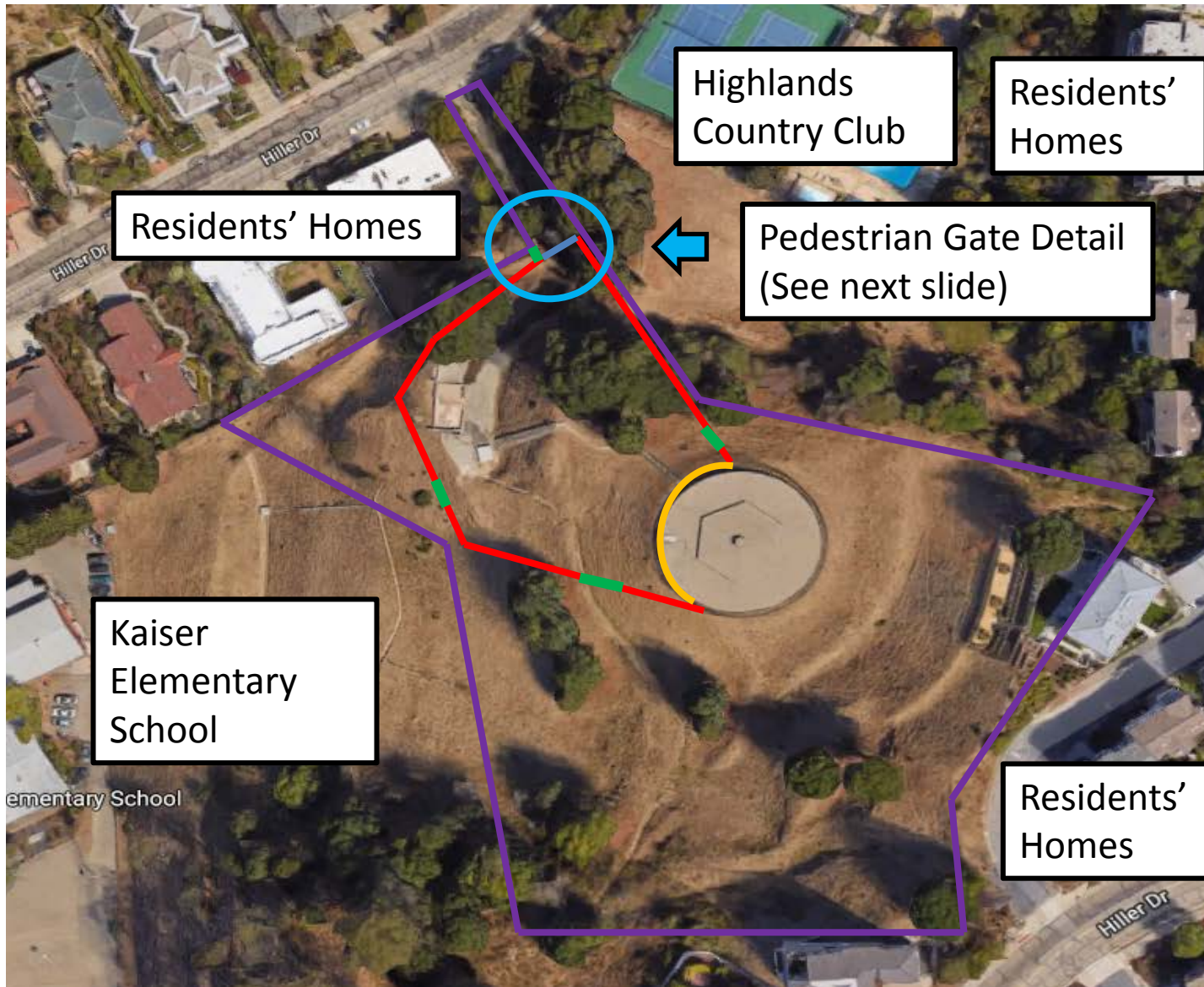
# Proposed Fence Plan at Site of Summit South Reservoir and Amito Pumping Plant

102 Hiller Drive, Oakland

Lot Size: 3.34 Acres

## Legend

-  Property Line
-  Proposed Fence Line
-  Vehicle Gate (1)
-  Pedestrian Gate (4)
-  Portion of existing fence to be demolished



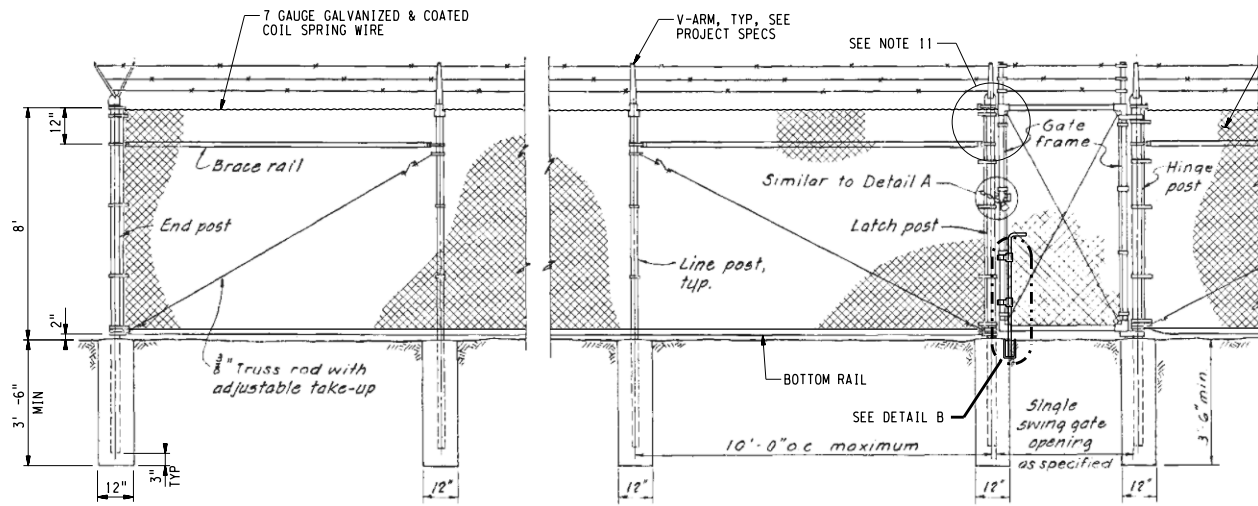
## Pedestrian Gate Detail



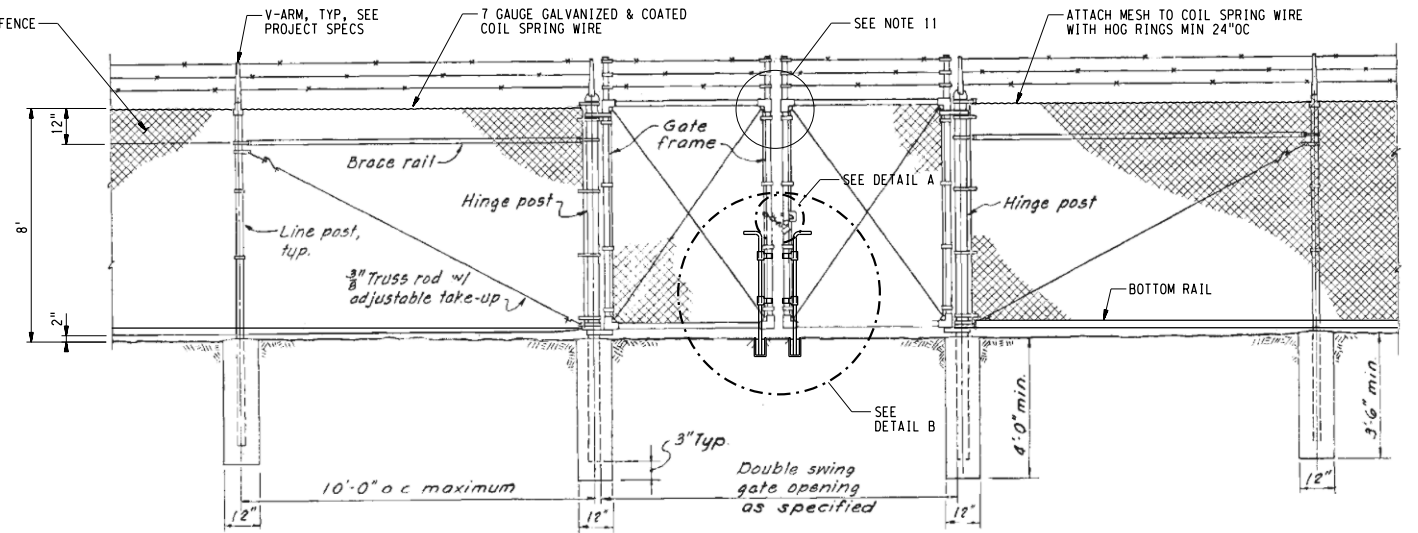
### Legend

- Existing Neighbor's Fence
- Proposed Fence Line
- Vehicle Gate
- Pedestrian Gate

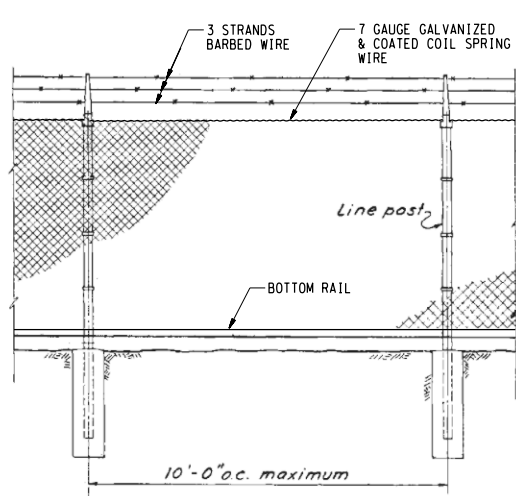




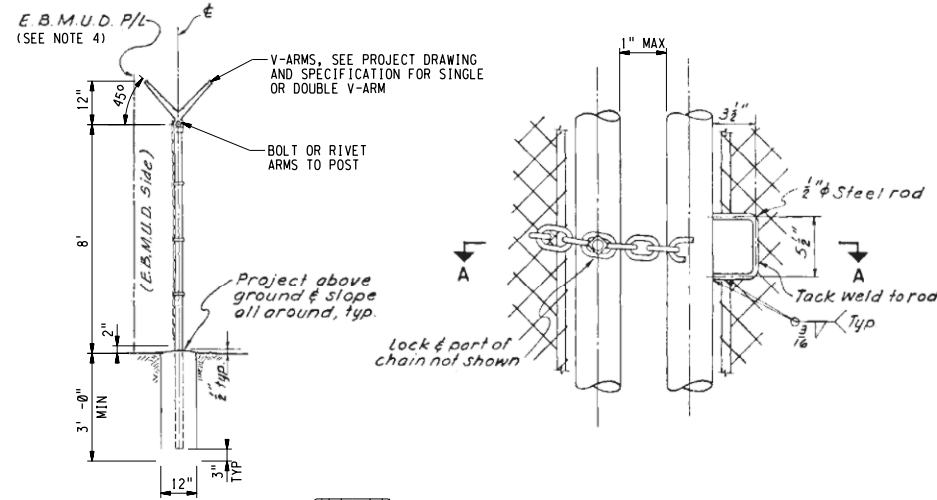
TYPICAL SINGLE SWING GATE AND TERMINAL POST



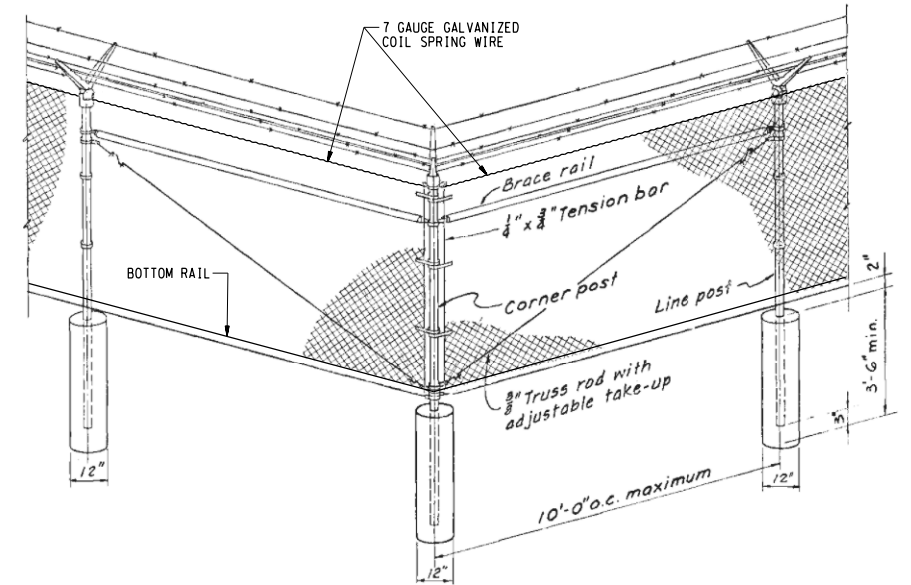
TYPICAL DOUBLE SWING GATE



TYPICAL FENCE RUN



DETAIL A



TYPICAL CORNER & PULL POST DETAIL

# NOTES

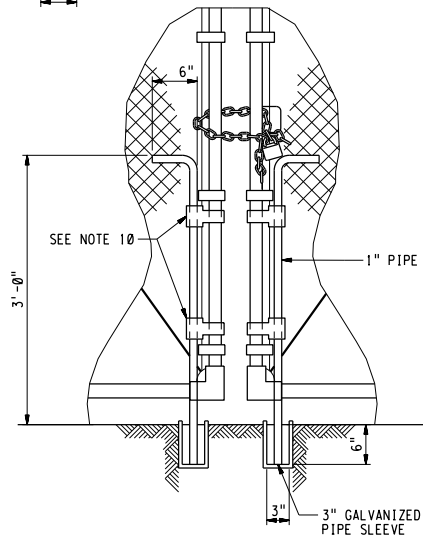
- ALL FENCING AND COMPONENTS SHALL BE BLACK VINYL COATED, SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION CONCERNING MATERIALS OF CONSTRUCTION AND INSTALLATION DETAILS.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.
- FOR THE SPECIFIED HEIGHT OF FENCE, WIDTH OF GATE OPENING AND TYPE AND CHANGES TO MESH DIMENSIONS OF FABRIC, SEE THE PROJECT DRAWINGS OR SPECIFICATIONS.
- IF FENCE POST IS TO BE ON PROPERTY LINE, V-ARM SHALL BE SINGLE AND FACING INTO PROPERTY.
- WHEN DISTANCE BETWEEN GATE POST AND CORNER POST IS GREATER THAN 300 FEET, A PULL POST IS REQUIRED AT APPROXIMATELY HALF THE DISTANCE OR 300 FOOT INTERVALS WHICHEVER IS LESS.
- BARBED WIRE SHALL BE SECURED WITH GALVANIZED WIRE AT ALL OUTRIGGER CONNECTION POINTS TO PREVENT LIFTING AND REPOSITIONING.
- DISTANCE BETWEEN HINGE POST AND GATE POST SHALL NOT EXCEED ONE INCH.
- THE FENCE POSTS SIZING SHOWN ON THIS DRAWING DOES NOT APPLY TO FENCE FABRIC WITH INSTALLED SLATS. THE ADDITION OF SLATS WILL REQUIRE THE REDESIGN OF THE FENCE POSTS BY A CALIFORNIA REGISTERED ENGINEER.
- 3/8" MESH SHALL BE USED FOR FENCING AROUND RESERVOIR SAMPLE CABINET RESERVOIR STAIRWAY/LADDERS OR AS SHOWN ON PROJECT DRAWINGS.
- CONTRACTOR TO DESIGN BRACKETS TO ALLOW GATE HOLD-DOWN ARM TO SLIDE.
- IF GATE IS ARMED SEE TE147 FOR ALARM DETAILS.
- GATE HOLD DOWN CUP DIAMETER SHALL NOT EXCEED GATE HOLD DOWN DIAMETER PLUS 3/8" TO PROVIDE A SNUG FIT.

# TABLE

## MINIMUM REQUIREMENTS

LOCATION	SINGLE SWING GATE*	MINIMUM SIZE
		STD. WT. PIPE (NOM. STEEL DIA.)
LATCH & HINGE GATE POSTS	6' OR LESS	2-1/2"
	OVER 6' TO 13'	3-1/2"
END CORNER & PULL POSTS		2-1/2"
LINE POSTS		2"
BRACE & BOTTOM RAILS		1-1/4"
GATE FRAME		1-1/2"

\* OR ONE LEAF OF DOUBLE GATE

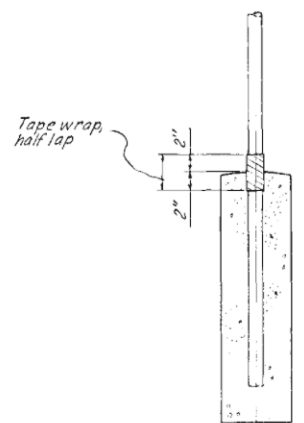


GATE HOLD-DOWN  
DETAIL B

# CHAINLINK FENCE AND GATES

3" ON ORIGINAL DOCUMENT  
0 1 2 3

# CORROSION PROTECTION DETAILS



STEEL PIPE

DESIGNED BY <i>Paul Francchi</i>	EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA	
DESIGN CHECKED BY	STANDARD DRAWING	
DRAWN BY FACILITY DRAFTING	SECURITY CHAIN LINK FENCE	
REVIEW	SR. CIVIL ENGR. R.P.E. NO. C 32298 <i>Dan M. Wagon</i>	PROJ. NO.
RECOMMENDED MGR. OF DESIGN R.P.E. NO. C 39851 <i>Dan M. Wagon</i>	SCALE NONE	3328-GB-002
APPROVED BY DIRECTOR OF ENGINEERING & CONSTRUCTION R.P.E. NO. C 44782 <i>Sam R. Rios</i>	DATE 30APR2007	5

08FEB2017	REVISED INTRUSION SWITCH LOCATION	PL	PM	S	
02OCT2014	REVISED GATE HOLD-DOWN DETAIL	YL	RE	D	
03JUL2012	UPDATED TABLE	PM	DO	D	
31OCT2011	ADDED GATE HOLD-DOWN DETAIL	PM	DO	D	
29APR2010	REVISED FENCE FABRIC NOTE & ADDED NOTE 8	PM	DO	D	
NO.	DATE	REVISION	BY	REC.	APP.

REF 3:  
REF 4:

REF 1:  
REF 2:

USER: jci:000 PLOT SCALE:  
DATE: 10-FEB-2017 09:15  
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