

## REQUEST FOR QUOTATION

**Title: Second Floor Aspirating Smoke Detection System**

**Contract ID# FMC736-18-02**

### **PART A**

The District proposes to contract out for work in accordance with the attached Summary of Work (Exhibit A), Drawings/Sketches, Specifications and Forms (Exhibit B), and Standard Contract Conditions (Exhibit C). The construction cost of this project is estimated to be less than \$70,000. This work will require a current and active C-10 license from the California Contractors State License Board.

The proposer's offer shall be submitted to Purchasing Division, 375 11th Street, Oakland, MS #102 no later than Wednesday, September 20, 2017 at 1:30PM. If you have any questions email David Carlson at [David.Carlson@ebmud.com](mailto:David.Carlson@ebmud.com) at least 5 days prior to opening of bids, to provide time for issuing and forwarding an addendum should the District consider an addendum necessary.

There will be a mandatory pre-bid jobsite inspection tour on Tuesday, August 29, 2017 at 10:00AM. Prospective bidders shall meet at EBMUD Administrative Building, 375 11<sup>th</sup> Street, Second Floor Security Desk, Oakland, CA 94607.

This contract is a public work. Prevailing wages are required on this contract. The prevailing wage rates are available on the Internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. A copy of the prevailing wage rates is on file and available for inspection by any interested party on request at the District's Specifications and Engineering Support Section. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.

**PART B (To Be Completed By Contractor)**

**SMALL BUSINESS AND DISABLED VETERAN BUSINESS (SB/DVB) DISCOUNT  
SMALL BUSINESS ENTERPRISE**

A small business is defined as an independently owned and operated business which is not dominant in its field of operation and has fewer than 100 employees and average annual gross receipts of fourteen million dollars (\$14,000,000) or less over the previous three tax years or is a manufacturer with 100 or fewer employees; or a Disabled Veteran Business Enterprise.

**DISABLED VETERAN BUSINESS ENTERPRISE**

A disabled veteran business is defined as an independent business that is at least 51% owned and operated by one or more disabled veteran(s) who are citizens or lawful permanent residents of the United States and meets all the followings:

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

Bidders who are small businesses (SBs) or Disabled Veteran Businesses (DVBs) will be granted a bid discount resulting in an *Effective SB/DVB Bid* which will be used solely for comparison of the bids submitted by small businesses/disabled veteran businesses against those submitted by non-small businesses/non-disabled veteran businesses. Bidders with both Small Business and Disabled Veteran Business status will receive only one 5% discount. The *Effective SB Bid/DVB Bid* is calculated as follows:

- *Effective SB/DVB Bid* = (SB bid amount or DVB bid amount) - *discount amount*
- *discount amount* = 5% of the apparent lowest responsive, and responsible bid

To be eligible for the SB/DVB discount, bidders must check the Small Business and/or Disabled Veteran Business box below:

The Bidder is a:

☐

**Small Business and/or Disabled Veteran Business**, as described above.

The District reserves the right to request support documentation, such as tax records, articles of incorporation and board minutes to verify composition of ownership and business size.

ADDENDA - Receipt of the following addenda is hereby acknowledged:

Addendum Number

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I hereby offer a firm fixed price in the amount of \$\_\_\_\_\_ for accomplishment of the work as described above. The price includes all State, Federal, and other taxes applicable to the project, and it is a firm offer for a period of SIXTY (60) days after the date of bid opening. I certify that I am thoroughly familiar with the local conditions affecting the performance of the work and have fully inspected the site and reviewed all the contract documents.

**FIRM'S NAME:** \_\_\_\_\_

**CONTRACTOR LICENSE #:** \_\_\_\_\_

**LICENSE EXPIRATION DATE:** \_\_\_\_\_

**STATE DEPT. OF INDUSTRIAL RELATIONS**

**REGISTRATION NUMBER:** \_\_\_\_\_

**FIRM'S ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Bidders' bid submittal must include the following forms:

1. Declaration of Eligibility to Work on Public Works Projects
2. Declaration of Noncollusion
3. Designation of Subcontractors
4. Employment Data and Certification

**PART C (To be completed by EBMUD)**

District point of contact for contract administration  <b>Name:</b> _____  <b>Phone #(510)</b> _____ <b>Fax# (510)</b> _____  <b>P.O. #:</b> _____	The District accepts your offer to perform the work as specified. <b>No work is authorized without signed Purchase Order and a Notice to Proceed</b>  <b>Date:</b> _____  <b>Name:</b> _____  <b>Signature</b> _____  <b>Title:</b> _____
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# **EXHIBIT A**

## **SCOPE OF WORK**

## Exhibit A

### SCOPE OF WORK

#### Project Overview

The goal of this project is to remove the existing VESDA system (detector and sample piping) protecting the 2<sup>nd</sup> floor area shown in the attached drawings and install a new aspirating smoke detection (ASD) system including new sample piping. It shall be the responsibility of the contractor to demolish the old system, design and install the new system, and connect the new system to our existing Notifier fire alarm system. Additionally the contractor shall be responsible for securing all necessary permits and managing/attending all necessary inspections with the Oakland Fire Department (OFD).

#### Space Description

The space to be protected by the ASD is approximately 2,600 ft<sup>2</sup> and includes offices, a conference room, an electrical room, and a main control room. The main control room and office space are manned 24/7. All of the spaces are served by the same air handler, AHU 207, and are maintained at the same static pressure. See attached "Second Floor Plan" included in Exhibit B, for affected area.

#### Scope of Work

##### Task 1 – Demo

1. The contractor shall be responsible for disassembling the ceiling where needed.
2. Remove existing EMT sample piping, existing VESDA, electrical power wiring and conduit, and existing communication wiring. The electrical power and communication wiring can be re-routed to the location of the new ASD system.
3. See attached drawing S-1787A-1.7 in Exhibit B for layout details of existing piping.

##### Task 2 – Design

1. The contractor shall design an aspirating smoke detection system that meets NFPA 72 and 76 requirements for a Very Early Warning Fire Detection (VEWFD) system.

**Table 1: NFPA 72 and 76 Requirements**

System Type	Alert Sensitivity @ each sampling hole	Alarm Sensitivity @ each sampling hole	Sampling Point Cover Area	Transport Time
VEWFD	0.2% obs/ft	1.0% obs/ft	200 ft <sup>2</sup>	<60 s

2. The contractor shall be responsible for determining the number of sample pipes needed to achieve the required transport time defined in Table 1. (NOTE: The attached Second Floor Plan does not reflect the current room configuration. Rooms 238, 256, 257, and 241 are now one room. EBMUD will provide CAD drawing with existing floor plan to the winning contractor.)

3. The aspirating smoke detector (ASD) shall utilize laser based smoke detection technology and the incoming air shall be filtered. Acceptable manufactures are Xtralis or equal.
4. The new ASD shall be located in Electrical room 242 (refer to Second Floor Plan drawing in Exhibit B).
5. The contractor shall identify the electrical circuit that feeds the existing ASD and determine if the same circuit can be reused by the new ASD. EBMUD staff will assist in identifying the current circuit.
6. **DELIVERABLE:** The contractor shall submit the "System Design" drawing prior to installation beginning. The drawing shall include the following details:
  - a. The ASD system design criteria
  - b. ASD programmed sensitivities, alarm thresholds, and time delays
  - c. The ASD computer-based design calculations
  - d. The drawing shall show the sample piping network overlaid the area floor plan
  - e. The drawing shall show the electrical connections to the ASD appliance
  - f. The drawing shall show the interconnections to the building's fire alarm system
  - g. All necessary construction details typically included by contractor, including but not limited to, ceiling tile and drywall penetration
  - h. The drawing shall include a materials list of all components that may need to be replaced in the future. (i.e. ASD appliance, sample port nozzles, etc)
  - i. Any required local authority test report forms
  - j. All materials and equipment necessary to complete the Commissioning Test (computer with design software to program/verify ASD settings, canned test smoke, a stop watch, a ladder, the proper Commissioning Report Form, and AHJ-required testing documentation, etc.)
  - k. The drawing set shall be stamped by a California registered fire protection engineer
  - l. All drawings shall be scaled sufficiently large to show all pertinent features
  - m. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all linework, dimensions, details, and notes.
  - n. The contractor shall submit two hardcopies of the design drawings on 11"x17" paper and one electronic copy in PDF format. The electronic version can be delivered via email.

EBMUD shall have 10 business days to review and provide feedback or approval.  
EBMUD will provide base CAD drawing for contractor to use.

7. The contractor shall be responsible for developing and submitting any drawings necessary for permitting and acquiring the required permits.

**Task 3 – Installation**

1. The contractor shall be responsible for moving the existing fire alarm system (FAS) relays from their current location to the new location of the ASD. The FAS relays are currently located in the ceiling above the current VESDA controller. See drawing S-1787A-1.7 in Exhibit B.
2. The contractor shall be responsible for all work and materials necessary to complete the installation including all electrical, drywall, or other work.
3. The contractor shall be responsible for re-assembling ceiling systems and replacing any ceiling tiles necessary due to damage.
4. The contractor shall be responsible for programming the fire alarm system to operate the pre-action system when a low pressure signal (in water sprinkler system (existing)) and smoke detection signal is received from the ASD.

**Task 4 – Commissioning & Project Close Out**

1. **DELIVERABLE:** The contractor shall provide “draft as-built” drawings to EBMUD two (2) working days prior to completing the commissioning of the system. The “draft as-built” drawings shall be submitted in PDF format and one physical copy on 11”x17” paper. The “as-built” drawing shall include all of the information included in the System Design drawings, including any changes made during construction. Any changes shall be called out explicitly on the drawing. If no changes were made during construction, the contractor shall provide an email explicitly stating that no changes were made.
2. The contractor shall provide one 1 hour training on the ASD after installation is complete. Training can be incorporated into the commissioning process.
3. The contractor shall be responsible for commissioning and testing the system with EBMUD in attendance prior to the final inspection with the Oakland Fire Department. Commissioning and testing shall include:
  - a. Verifying the transport time from the farthest point in each leg of the sample piping.
  - b. Testing and verifying that all programmable relay outputs function as designed.
4. The contractor shall provide all tools and materials needed to complete the commissioning and functional testing.
5. The contractor shall be responsible for scheduling and completing all inspections with the city of Oakland fire department.
6. **DELIVERABLE:** The Contractor shall provide EBMUD with final as-built drawings, stamped by a registered professional fire protection engineer. Two physical copies of the stamped drawings shall be provided on 11”x17” paper. An electronic copy shall be

provided in PDF format. Lastly, the drawings shall be submitted in CAD format without any stamps.

The final as-built drawings shall include all items called out in the “System Design” drawings (Task 2.6) and shall include any marks up made during commissioning and a final Commissioning Report. The Commissioning Report shall include:

- a. Date of the test
- b. Design and/or installing contractors’ information, including name, address, and phone number
- c. Copies of any permits and/or final approvals from Oakland Fire Department
- d. Testing results related to transport times
- e. Signatures of all the persons attending the test

The goal of the final as-built drawing set is to capture all system information, from design to commissioning, in one document.

7. **DELIVERABLE:** The Contractor shall provide EBMUD with two hard copies of the installed ASD manuals and an electronic copy (PDF).

### **Related Tasks**

In addition to the specific tasks described in the Scope of Work, the contractor shall also be responsible for the following:

1. The hired contractor shall be responsible for ALL work (labor and material) necessary, including but not limited to electrical and ceiling, to complete the scope of work not explicitly defined in this document. EBMUD’s acceptable low voltage electrical power conductors and cables are defined in specification 26 05 19 in Exhibit B.
2. The contractor shall be responsible for leaving workspace neat and clean at the end of the day.
3. The contractor shall be required to install all necessary fire stopping material/fittings at any penetration of a fire wall. Acceptable firestopping materials are defined in the attached specification 07 84 00.
4. The contractor shall be responsible for any drywall patching and painting needed as part of the project.

### **Work Hour Restrictions**

1. All work shall be completed Monday through Friday, 7 AM – 3 PM with the exception of the areas described below.
2. All work necessary in rooms 256, 257, 241, 238, 240, 243, and 245 shall be completed on weekends. Reference “Second Floor Plan” drawing in Exhibit B for room numbers.





## **EXHIBIT B**

### **DRAWINGS/SKETCHES, SPECIFICATIONS & FORMS**

**Exhibit B**  
**DRAWINGS/SKETCHES, SPECIFICATIONS & FORMS**

**A. Drawings/Sketches:**

1. Second Floor Plan
2. S-1787A-1.7 VESDA Layout

**B. Specifications:**

1. 26 05 19 Low Voltage Electrical Power Conductors and Cables
2. 07 84 00 Firestopping
3. 01 35 53 Security Procedures

**C. Forms:**

1. Declaration of Noncollusion (to be submitted with the proposal)
2. Declaration of Eligibility to Work on Public Works Projects (to be submitted with the proposal)
3. Contract Equity Program
  - a. Employment Data and Certification (P-025) (to be submitted with the proposal)
  - b. Designation of Subcontractors (P-046) (to be submitted with the proposal)
4. Payment Bond (sample only)
5. Certificate of Workers' Compensation Insurance (sample only)
6. Certificate of Liability Insurance (sample only)

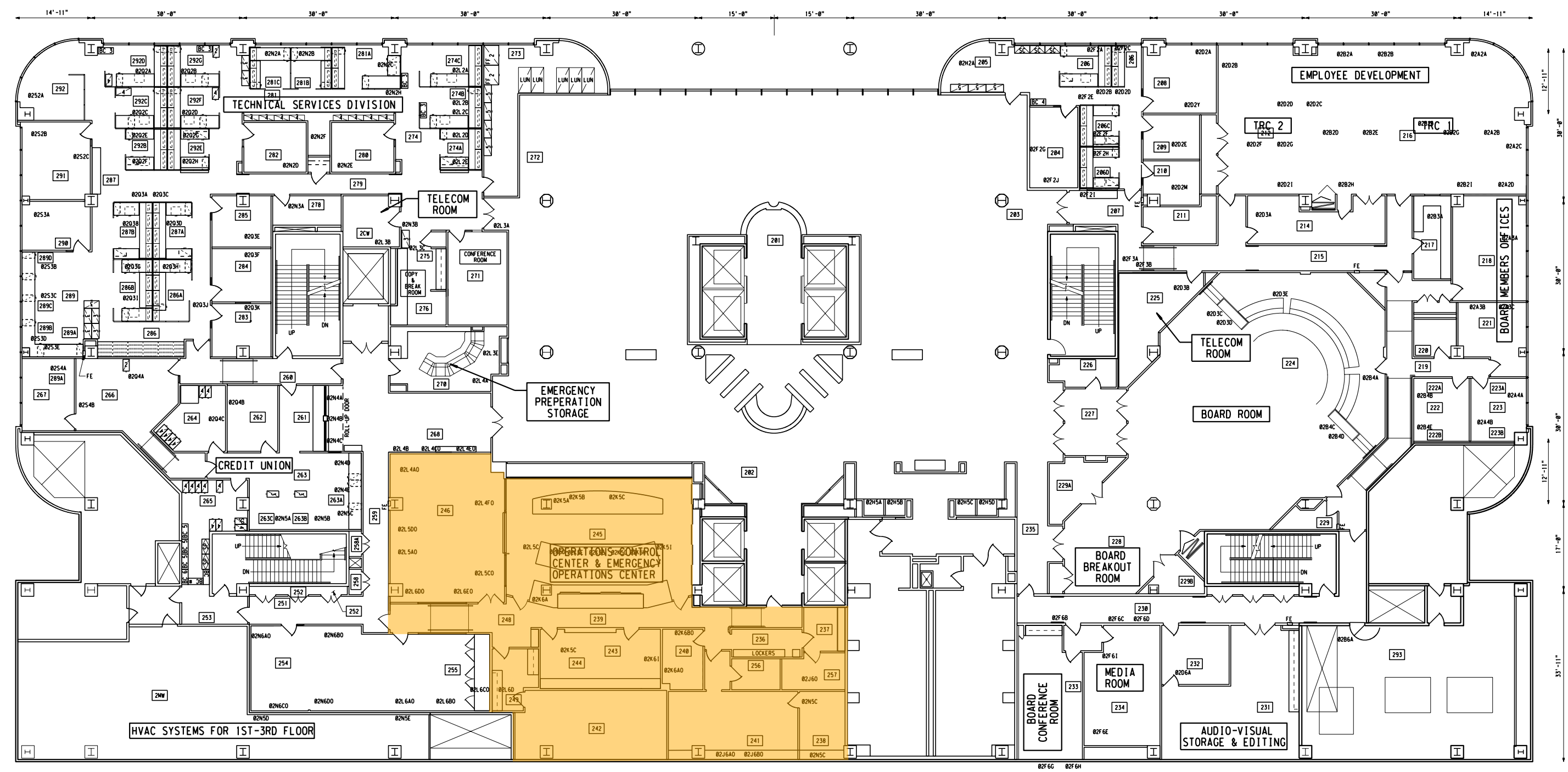
REF 3: REF 4: REF 1: REF 2:

USER: d:\ingad  
DATE: 04-MAY-2012 08:26  
FILE: Y:\sodmin\8865886\h1 f2.dgn

FRANKLIN STREET

ELEVENTH STREET

WEBSTER STREET



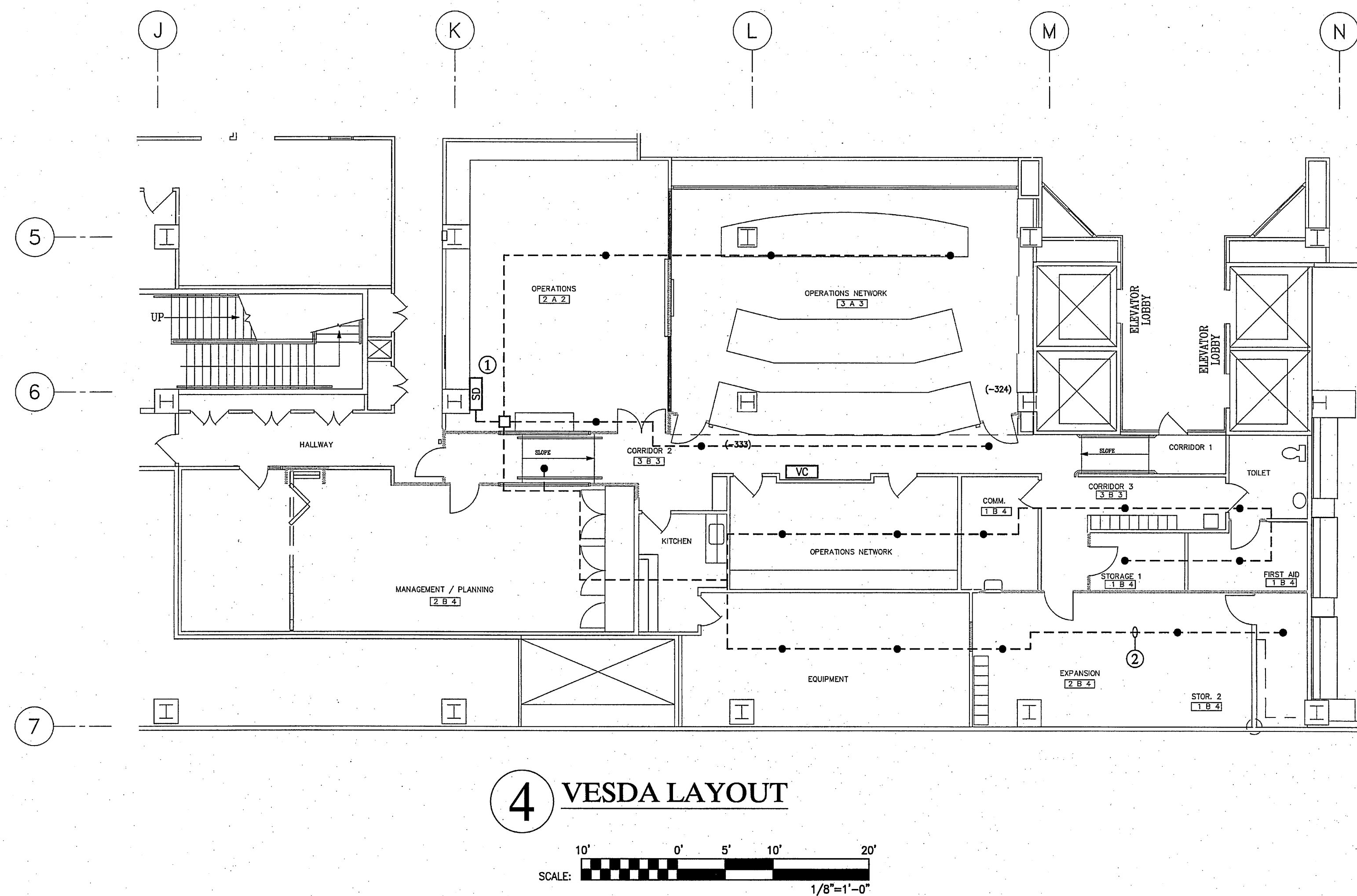
1. Offices 256, 257, 241, and 238 have recently been combined into one room.
2. Office 244, 243, and 240 have been altered recently.
3. The winning bidder will be supplied with Autocad drawing with updated wall placement for design.

## SECOND FLOOR PLAN

ADMINISTRATION BUILDING

EBMUD





4 VESDA LAYOUT

KEYED NOTES:

- ① MOUNT VESDA DETECTOR ON COLUMN ABOVE CEILING.
- ② 3/4" EMT VESDA SAMPLING TUBE ABOVE CEILING (TYPICAL).

LEGEND

QTY	SYM	DESCRIPTION
1	VC	VESDA CONTROLLER
1	SD	VESDA SMOKE DETECTOR
19	—●—	SAMPLING NODE

XX  
LSX-XX  
DETAIL NUMBER  
SHEET NUMBER

HALON 1301 FIRE SUPPRESSION SYSTEM		EON NO.: 4854-003 EON DATE: 05/17/01
AS-BUILT		EON NO.: EON DATE:
		EON NO.: EON DATE:
		EON NO.: EON DATE:

Project Manager:	SHAUN MOONEY
Designer:	EXISTING / J.S.
Drafter:	EXISTING / J.S.
Drawing No:	S-1787A-1.7 LS3-04
Project Number:	5657S

## SECTION 26 05 19

### LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Work necessary to provide a complete and operable low voltage cable system as specified herein.

##### 1.2 REFERENCES

###### A. American Society for Testing and Materials (ASTM):

1. B-3 - Standard Specification for Soft or Annealed Copper Wire.
2. B-8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
3. B-33 – Standard Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes

###### B. Insulated Cable Engineers Association (ICEA).

1. S-73-532 – Standard for Control, Thermocouple Extension and Instrumentation Cables.
2. S-95-658 – Standard for Nonshielded Power Cables rated 2000 Volts or less.

###### C. National Fire Protection Association (NFPA).

1. NFPA 70 – National Electrical Code.

###### D. National Electrical Manufacturers Association (NEMA).

###### E. Underwriters Laboratory (UL).

1. Standard 44 – Thermoset Insulated Wires and Cables.
2. Standard 83 – Thermoplastic Insulated Wires and Cables.
3. Standard 1063 – Machine Tool Wires and Cables

4. Standard 1581 – Reference Standard for Electrical Wires, Cables and Flexible Cords.

### 1.3 SUBMITTALS

- A. Not used.

### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Not used.

## PART 2 - PRODUCTS

### 2.1 CONDUCTORS

- A. Provide cables as specified under the type number in this section (Type 1, Type 2, etc.). Conduits shown on the drawings have been sized to accommodate the outside diameter for each type.
- B. Type 11 (Power and control cables 600 Volts and less):
  1. Unless otherwise indicated, provide stranded copper conductors sized properly to the load as defined by electrical code.
  2. Provide the following types of insulation:
    - a. Type XHHW-2 insulation for conductors No.14 and larger having cross linked polyethylene insulation rated at 90 degrees C in wet and dry locations.
    - b. Insulation shall be self-lubricating for sizes #8 AWG and larger.
  3. Single conductor control wiring shall be No.14 AWG and shall have insulation type XHHW-2.
  4. Acceptable Manufactures:
    - a. Southwire, SIMpull Type XHHW-2.
    - b. Cerrowire, SLiPWire XHHW-2.
    - c. Or equal as approved by the Engineer.
- C. Electrical Tape for Color Coding:
  1. Electrical tape shall be premium grade, not less than 7 mils thick, rated for 90 degree C minimum, flame-retardant, weather resistant, and available in suitable colors for color coding. The tape shall be resistant to abrasion, ultraviolet rays, moisture, alkalies, solvents, acids, and suitable for indoor and weather-

protected outdoor use. The tape shall be suitable for use with PVC and polyethylene jacketed cables, and meet or exceed the requirements of UL 510.

2. Acceptable Manufactures:

- a. 3M 35 Scotch Vinyl Electrical Tape for Color Coding
- b. Plymouth Rubber Company Premium 37 Color Coding Tape
- c. Or equal as approved by the Engineer.

D. Low Voltage Splices, 600 volts and below:

- 1. General: Provide low voltage splices consisting of 600 volt compression type connectors and connector insulators, suitable for indoor and outdoor field installations.
- 2. Provide two-way, uninsulated, compression connectors, long barrel type, suitable for use with stranded copper conductors. Provide UL listed connectors rated 600 volts minimum.
  - a. Acceptable Manufacturers:
    - 1) Burndy.
    - 2) Thomas and Betts.
    - 3) Panduit.
    - 4) Or equal as approved by the Engineer.
- 3. Connector insulators shall be cold shrink type factory expanded and assembled tubular EPDM rubber sleeves, suitable for field installation. Insulators shall shrink over in-line connections, forming a water-proof seal. Provide insulators rated for 1000 volts, minimum.
- 4. Acceptable manufacturers:
  - a. 3M.
  - b. Or equal as approved by the Engineer.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Do not exceed cable manufacturer's recommendations for maximum pulling tensions and minimum bending radius. Where pulling compound is used, use only

UL listed compound compatible with the cable outer jacket, voltage rating, and with the raceway involved.

- B. Perform pulling of cable in such a manner that the cable outer jacket does not scrape against the edge of the conduit, at both the inlet and outlet ends of the conduit. Cable shall be free of sandy or gritty material during pulling. If cable is laid on ground during pulling, cable shall be wiped free of sandy or gritty material prior to entry of cable into conduit and prior to application of any pulling compound.
- C. Tighten all screws and terminal bolts using torque type wrenches and/or drivers to tighten to the inch-pound requirements of the CEC and UL.
- D. Terminate no more than two control conductors per terminal point. Terminate all spare conductors on terminal blocks.
- E. Low voltage power and control conductors shall be in separate conduits.

### 3.2 CONDUCTOR 600 VOLTS AND BELOW

- A. Wire nuts may be used on 120-volt lighting and 120-volt receptacle circuits only. Place no more than one conductor in any single-barrel pressure connection. Use crimp connectors with tools by same manufacturer and/or UL listed for connectors of all stranded conductors.
- B. Soldered mechanical joints insulated with tape will not be acceptable.
- C. Provide terminals and connectors acceptable for the type of material used.
- D. Terminate control and instrumentation wiring with methods consistent with terminals provided, and in accordance with terminal manufacturer's instructions. Where terminals provided will accept such lugs, terminate all control and instrumentation wiring with insulated, ring terminal compression lugs. Control panel incoming field wireway sizes indicated on the drawings are considered minimum. Contractor shall adjust wireway sizes to meet CEC percentage fill requirements.
- E. For control and instrumentation wire terminals designed to accept only bare wire compression terminations, use insulated wire ferrules on ends of wire. Tighten all terminal screws with torque screwdriver to recommended torque values.
- F. Attach compression lugs with a tool specifically designed for that purpose which provides a complete, controlled crimp where the tool will not release until the crimp is complete. Use of plier type crimpers is not acceptable.
- G. Cap spare conductors and conductors not terminated with UL listed end caps.



- H. Where conductors pass through holes or over edges in sheet metal, remove all burrs, chamfer all edges, and install bushings and protective strips of insulating material to protect the conductors.
- I. Do not strip cables more than eight inches from the nearest termination point of that cable.
- J. Bundle and label all spare pairs with the cable designation. Tag all individual pairs to enable identification of spare pairs when making future terminations.
- K. Splices will not be permitted except as accepted in writing by the Engineer.

### 3.3 CONDUCTOR COLOR CODING

- A. Color coding of multiconductor control and instrumentation cable is specified in the individual cable type specification.
- B. For power conductors, provide all single conductors and individual conductors of multiconductor power cables with integral insulation pigmentation of the designated colors, except conductors larger than No. 6 AWG may be provided with color coding by wrapping the conductor at each end and at all accessible locations with vinyl tape. Where this method of color coding is used, wrap at least six full overlapping turns of tape around the conductor covering an area 1-1/2 to 2 inches wide at a visible location at all conductor termination and pulling points.
- C. Phase A, B, C implies a positive sequence connection (i.e., counterclockwise electrical phasor rotation and clockwise motor rotation).
- D. Use the following colors:

<u>System</u>	<u>Conductor</u>	<u>Color</u>
All Systems	Equipment Grounding	Green
208Y/120 Volts, 3-Phase, 4-Wire	Grounded Neutral	White
	Phase A	Black
	Phase B	Red
	Phase C	Blue
480Y/277 Volts, 3-Phase, 4-Wire	Grounded Neutral (if used)	White, Black Tracer
	Phase A	Brown
	Phase B	Orange
	Phase C	Yellow
48V DC Positive		Red

48V DC Negative		Black
Single Conductor, AC		Red
Multiple Conductor Control Cables		ICEA Method 1 Table K-2
Multiple Conductor Power Cables		ICEA Method 1, Option D
Twisted shield pair	Positive Return	White Black
Twisted shield triad (for RTDs)	Positive Compensation Return	Red White Black
24V DC Positive		Blue
24V DC Negative		Gray
Single-Conductor, DC Alarm, Annunciator, Instrumentation, and Telemetry (if not shielded)		Purple

- E. All conductors carrying AC foreign voltage over 100 VAC into control panels, switchboards, and other enclosures shall be yellow. Multi-conductor cables carrying such foreign voltage shall be marked with yellow tape at each termination point.

END OF SECTION

## SECTION 07 84 00

### FIRESTOPPING

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

A. Work Includes: Providing firestopping materials for fire-rated construction, complete, as specified, including the following:

1. Through-penetration firestop systems for penetrations through fire-rated assemblies.

B. Related Sections:

1. Section 26 05 00 – Common Work Results for Electrical.

##### 1.2 REFERENCES

A. ASTM International (ASTM):

1. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
2. E119 - Standard Methods of Fire Tests of Building Construction and Materials.
3. E136 - Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.
4. E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.

B. Underwriters Laboratories Inc. (UL):

1. Fire Resistance Directory - Volume 2, "Joint Systems and Through-Penetration Firestop Systems", latest edition.
2. UL 1479 – Fire Tests of Through-Penetration Firestops.

C. Intertek Testing Services (ITS) "Directory of Listed Products, Firestop Systems" Section, latest edition.

##### 1.3 PERFORMANCE REQUIREMENTS

A. General: Provide firestopping materials which are asbestos-free and are manufactured and installed to resist spread of fire, passage of smoke and other gasses, and maintain fire rating of assembly penetrated, in compliance with the following requirements:

1. Materials: Asbestos-free and lead-free.

2. Combustibility: Non-combustible, in accordance with ASTM E136.
3. Fire Resistance and Hose Stream Tests: Rated "F" and "T" in accordance with ASTM E814 or UL 1479.
4. Ratings: Match the fire-resistive rating of the floor, wall, partition, or roof assembly in which the firestop material is installed.
5. Compatibility: Provide firestop systems that are compatible with one another, with the substrates forming openings, and with the items penetrating the fire barrier, as demonstrated by the firestop manufacturer based on independent tests.
6. Systems Exposed to Moisture: Provide moisture-resistant firestopping systems.
7. Floor Penetrations with Annular Spaces Exceeding 4 inches Width and Exposed to Possible Loading and Traffic: Provide systems capable of supporting floor loads involved.
8. Insulated Piping Systems: Provide systems not requiring removal of insulation.
9. Systems Exposed To View: Flame-spread rating of 25 or less, and smoke-developed rating of 450 or less, when tested in accordance with ASTM E84.

#### 1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings of each firestopping condition and assembly showing material installation details including reinforcement, anchorage, fastenings, and UL listing indicating "F" and "T" rating. Provide a schedule on shop drawings which identifies each firestopping type, material, and thickness, including applicable UL or FM system number.
- B. Product Data: Submit manufacturer's product data for each firestopping material including composition, performance characteristics, and installation procedures, in accordance with UL or rating agency's listing requirements.
- C. Certificates of Compliance:
  1. Submit manufacturer's certificates of compliance that the materials meet the requirements specified.
  2. Submit a statement from applicator of firestopping systems that each system has been accepted by local governing agencies for each specific condition on Project.
  3. Research/Evaluation Reports: Submit for each type of fire-resistive joint system showing compliance with ICBO Evaluation Service AC30.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Firm having documented experience in the installation of firestopping materials on projects of comparable size to this Project, and approved by the firestopping material manufacturer(s).
- B. Tests:
  - 1. Penetration Systems: Provide firestopping materials which have been tested in accordance with ASTM E814 or UL 1479 to achieve the rating required. For penetrations of pipe materials, etc. that have not been tested in accordance with ASTM E814, provide a written certification from the firestop manufacturer stating that the firestop material will meet the requirements for successfully passing the tests in ASTM E814.
- C. Regulatory Requirements:
  - 1. Comply with California Building Code, Chapter 7 - "Fire-Resistant Materials and Construction."
  - 2. Provide materials, accessories, and application procedures which are listed by California State Fire Marshal and which are non-toxic, non-hazardous, and UL listed.
  - 3. VOC Limits: Sealants shall meet or exceed South Coast Air Quality Management District (SCAQMD) Rule #1168, and shall have the following maximum VOC limits:
    - a. Firestop Sealant Primer: 750 g/L.
    - b. Firestop Sealant: 420 g/L.
- D. Source Limitations: Provide materials for each kind of firestopping and through-penetration system produced by a single manufacturer for the entire project.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers with manufacturer's name, labels, product identification, lot numbers, testing and inspection agency's classification marking, and mixing, curing, and installation instructions.
- B. Store materials in the original, unopened containers under cover and protected from damage, and as recommended by the manufacturer.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install firestop systems when ambient or substrate temperatures are outside limits permitted by system manufacturer, or when

substrates are wet due to rain, frost, condensation, or other causes. Do not install firestopping materials until building is sufficiently enclosed and protected against temperature extremes and moisture, and adjacent construction is thoroughly dry.

- B. Follow manufacturer's printed instructions for mixing and installing foam seals. Use manufacturer's recommended precautions when using materials considered to be toxic or otherwise hazardous. Ventilate area where systems are installed in accordance with manufacturer's written instructions by natural means or by forced-air circulation where necessary.

## 1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, and cut openings to accommodate through-penetration firestop systems.
- C. Install firestopping after installation of items penetrating the surface, but prior to concealing the opening. In gypsum board assemblies, complete firestopping work before beginning gypsum board finishing operations.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. A/D Fire Protection Systems Inc.
  - 2. Grace Construction Products.
  - 3. Hilti Construction Chemicals Inc.
  - 4. Specified Technologies Inc.
  - 5. 3M Fire Protection Products.
  - 6. Tremco.
  - 7. United States Gypsum Company.
  - 8. Or equal as approved by the Engineer.

### 2.2 THROUGH-PENETRATION FIRESTOP MATERIALS

- A. Floor Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors, consisting of an outer metallic sleeve lined with an

intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

- B. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture; Grace Construction Products "Flamesafe FS900", Tremco "Tremstop Acrylic", or equal as approved by the Engineer.
- C. Firestopping Collars and Intumescent Composite Sheets: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of a non-metallic penetration, or single-component intumescent elastomeric sheets with aluminum foil on one side; for combustible pipes and other penetrations; Grace Construction Products "FlameSafe Intumescent Sleeve", Hilti "CP 642/643 Firestop Collar", or equal as approved by the Engineer.
- D. Firestopping Intumescent Putties: Non-hardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds; Grace Construction Products "Flame-Safe FSP 1000 Putty", Hilti "CP 618 Firestop Putty", 3M "Fire Barrier Moldable Putty", or Specified Technologies Inc. "Specseal Putty", or equal as approved by the Engineer.
- E. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil or adhering sheet on one or both sides; Grace Construction Products "FlameSafe FSWS Wrap Strip", 3M Construction Markets "Fire Barrier FS-195 Wrap Strip", or equal as approved by the Engineer.
- F. Firestop Mortars: Prepackaged, dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at the jobsite to form a non-shrinking, homogeneous mortar; Grace Construction Products "FlameSafe Mortar", Specified Technologies Inc. "SpecSeal Series SSM Mortar", or equal as approved by the Engineer.
- G. Pillows/Bags: Reusable, heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral fiber, water-insoluble expansion agents, and fire-retardant additives; Grace Construction Products "FlameSafe Bags/Pillows", Specified Technologies Inc. "SpecSeal Series SSB Pillows", Tremco "Tremstop PS", or equal as approved by the Engineer.
- H. Silicone Firestopping Foams: Two-component, silicone elastomer type, that, when mixed, expands and cures in place to produce a flexible, non-shrinking foam; A/D Fire Protection Systems "Firebarrier Mortar" or "Firebarrier RTV Foam", 3M "Fire Barrier 2001 Silicone RTV Foam", Specified Technologies Inc. "Pensil 200 Foam", or equal as approved by the Engineer.
  - 1. Forming/Damming Materials: Mineral fiberboard or other material recommended by foam firestopping manufacturer.
  - 2. Primer, Sealant and Solvent Cleaner: As recommended by foam firestopping manufacturer.

- I. Silicone Firestopping Sealant: Moisture-curing, single-component, silicone-based, neutral-cure elastomeric sealant:
  - 1. Grade: Pourable (self-leveling) for openings in floors and horizontal surfaces; nonsag for openings in vertical surfaces, unless otherwise required by manufacturer's listed system.
  - 2. Manufacturers: A/D Fire Protection Systems "Silicone Firebarrier Sealant - SL", Hilti "CP 601S Elastomeric Firestop Sealant", 3M "Fire Barrier 2000 or 2003 Sealant or Caulk Type CP25", or Tremco "Fyre-Sil Silicone" or "Tremstop FP flowable putty", or equal as approved by the Engineer.
- J. Accessories: As appropriate to penetration being filled, and approved by system manufacturer, testing and inspection agency, and code authority having jurisdiction. Items include:
  - 1. Permanent forming, damming and backing materials, including slag/rock wool fiber insulation, sealants used in combination with other forming materials to prevent leakage of fill materials in liquid state, fire-rated form boards, and fillers for sealants.
  - 2. Temporary forming materials.
  - 3. Substrate primers.
  - 4. Collars and steel sleeves.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine the openings and voids to be sealed. Verify that conditions are satisfactory for the installation of firestopping materials. Do not commence work until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning: Clean contact surfaces immediately before installing fire-resistive systems to comply with fire-resistive system manufacturer's written instructions and as follows:
  - 1. Remove foreign materials that could interfere with adhesion of fill materials.
  - 2. Clean substrates to produce clean, sound surfaces capable of developing optimum bond with fill materials. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.



- B. Priming: Prime substrates where recommended by system manufacturer using manufacturer's recommended products and methods. Do not allow spillage and migration onto exposed surfaces.
- C. Protect adjacent surfaces and surfaces to remain exposed in the finish Work with masking tape or other acceptable temporary masking material.

### 3.3 INSTALLATION

- A. Install firestopping in accordance with the approved fire listed and rated assembly, specified performance requirements, and manufacturer's printed instructions as applicable to the conditions of installation.
- B. Provide firestopping for conditions specified, whether or not firestopping is indicated; and if indicated, whether such material is designated as insulation, safing or otherwise. Do not install insulation types specified in other Sections in lieu of firestopping materials specified herein.
- C. Provide firestopping whether or not there are sleeves, clips, angles, plates or other items bridging or interconnecting building elements, and whether or not such items are continuous.
- D. Install forming/packing/backing materials and other accessories as required to support fill materials and to product cross-sectional shapes and depths required to achieve fire ratings indicated.
- E. Install fill materials by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings and forming/packing/backing materials as required to achieve fire-resistance ratings indicated.
  - 2. Apply fill materials so they contact and adhere to substrates formed by joints.
  - 3. For fill materials that will remain exposed after completion of Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.
- F. Penetrations:
  - 1. Includes conduit, cable, wire, pipe, ducts and other elements which pass through one or both outer surfaces of a floor, roof, wall or partition.
  - 2. Except for floors on grade, where a penetration occurs through a structural floor or roof, and a space would otherwise remain open between the surfaces of the penetration and the edge of the adjoining structural floor or roof, provide firestopping to completely fill such spaces, and for the full depth of the structural floor or roof.

3. Where a penetration occurs at a fire-rated wall or partition of solid-type construction, provide firestopping to completely fill spaces around the penetration, and for the full depth of the wall or partition.
4. Where a penetration occurs at a fire-rated wall or partition of hollow-type construction, provide firestopping to completely fill spaces around the penetration, on each side of the wall or partition, and for a depth not less than the thickness of the wall or partition finish materials.
5. Provide firestopping to fill miscellaneous voids and openings in fire-rated construction in a manner essentially the same as specified hereinbefore.

#### 3.4 CLEANUP

- A. Remove spilled and excess materials from firestopping installation without damaging adjacent surfaces. Leave finished Work in neat, clean condition, with no evidence of spillovers or damage to adjacent surfaces.

END OF SECTION

## 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. staffed facilities.
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.

##### 1.2 SUBMITTALS

- A. 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.
- B. 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 Engineer with the following:
  1. A copy of the individual's current California Driver License, California DMV Issued ID card, or the equivalent from another state. Contractor shall verify that each employee provides valid proof of his/her identity and that those employees who drive are properly licensed.
- C. Submit name of individual(s) designated as the site security monitor(s), and that individual's cell phone contact number.

- D. Submit to the Engineer acknowledgement of Contractor Deliveries requirements prior to allowing deliveries to the site.
- E. Submit executed Photo Confidentiality Agreement prior to project mobilization.

### 1.3 PERSONNEL IDENTIFICATION AND BADGING

- A. Contractor's personnel and all people associated with the work will be issued individual District Photo Identification (ID) Badges that will be valid for the duration of the project.
- B. Contractor shall complete a Non-Employee Access Card Request (Form K-073A, see Appendix A) for each of Contractor's personnel and all people associated with the work. Provide the Engineer with a list of contractor's personnel and all people associated with the work and completed K-073A form for each individual. The Engineer will forward that list and the completed K-073A forms to the District's Security Administration.. After the Engineer notifies the Contractor that the list and request forms have been sent to Security Administration, Contractor shall contact the District's Security Administration at 510/287-0892 to arrange the date and time for those listed people to take personnel photographs at the District's Security Office at the main Administration Building in Oakland. 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 Engineer and to the District's Security Administration so the lost card can be de-activated in the security system. Upon request, the District may issue a replacement card at expense of the Contractor.
  - 3. A cumulative list of lost or missing Photo ID Badges shall be kept by the Contractor and submitted to the Engineer with monthly progress documentation, or upon the request of the Engineer.
  - 4. All project specific Photo ID Badges shall be surrendered to the District no later than at the completion of the contract.
  - 5. The Contractor shall immediately surrender to the District the badges of any Contractor's employee that is reassigned to other sites or terminated during the construction. The Contractor shall be responsible for collecting and returning the badges to the District when a contractor's staff leaves the company or is no

longer assigned on that project; and all Photo ID Badges must be returned to the Engineer (who will return them to Security Administration) when the project is complete, with no exceptions.

- 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 Engineer, the Contractor's site security monitor shall verify the identity of the person entering without a Photo ID Badge. That person will be deemed to be a visitor and must be escorted at all times while on the site, by a District employee or a Contractor employee that does have a Photo ID Badge and is to be held responsible for that visitor. A legible photo copy of the visitors current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States must be made on the site by the Contractor or the Engineer, 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. The main Administration Building/Adeline Maintenance Facility has established security checkpoints.
- D. The District reserves the right to establish a Security Check-in/Out location for any job site.
- E. The District reserves the right to assign a District's security officer to provide security for any job site.
- F. 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.
- G. At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project as determined by the Engineer.

## 1.6 DAILY SITE ACCESS PATH

- A. General:
  - 1. All personnel shall take the most direct path from their point of site entry to their work area and shall not loiter in non-work areas.
- B. At the main Administration Building:
  - 1. All personnel shall enter the building on foot through the front doors on Eleventh Street. Personnel shall proceed directly to the second floor security desk, either via the stairway or elevators between floor "G" and "2". All personnel shall sign in with the on-duty security officer before proceeding through the automated security lanes. Contractor's personnel shall then take the elevator to the designated floor where work is currently taking place.
  - 2. Small hand tools and equipment may be delivered via the route specified above. All packages shall be subject to search by District security personnel or

the Engineer. Larger deliveries shall be airlifted to the roof of the building, or hoisted, as approved by the Engineer.

3. Contractor's Personnel may only use District restrooms located on the 2<sup>nd</sup> floor of the main Administration Building.

#### 1.7 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles and packages shall be subject to search by District designated security personnel or the Engineer.
- 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. Informational signage will be posted in clear view at the entrance gate.

#### 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 – SECURE SITE

- A. United States Postal Service, Federal Express, UPS, or similar mail and parcel deliveries may be addressed to the Contractor or any subcontractor or supplier to the main Administration Building or other offsite point established by Contractor.
- B. All deliveries shall be made during normal work hours as defined in Section 01 14 00 Work Restrictions.
- C. Follow the guidelines in Publication 166, US Postal Inspection Service Guide to Mail Center Security. A copy of these guidelines can be found at:  
<http://about.usps.com/publications/pub166/welcome.htm>
- D. Mail and Packages:
  1. Contractor shall either:

- a. Set up off-site package processing center with a separate address and then bring deliveries to the site with its own vehicles, or
    - b. Take delivery in a separate processing “shed” on site but separated from main facility areas at a location approved by the Engineer. This site can be the Contractor’s separate temporary office facility outside of the main treatment plant gate.
  2. All mail and packages whether delivered to the Contractor’s onsite or offsite facility shall not be allowed into the \_main Administration Building\_\_\_\_\_ until such time as they have been screened by Contractor’s personnel in accordance with the US Postal Inspection Service Publication 166 mail and package screening guidelines, or with the Contractor’s submitted mail screening procedures.
- E. Freight and bulk deliveries:
1. All deliveries will be stopped at the security gate.
  2. Deliveries may/ be made to the loading dock on Franklin Street.
  3. District’s security officer will notify Contractor’s site security monitor.
  4. Truck drivers will be subject to the identification requirements as specified in Article 1.3 of this section.
  5. Deliveries of freight and bulk (larger packages, crates, equipment, or materials) are permitted to enter the site only after:
    - a. The vehicle is met at the front on the main Administration Building on Eleventh Street by Contractor’s site security monitor,
    - b. The source and contents of the packages, crates, equipment, or materials are verified by the Contractor’s site security monitor,
    - c. The driver and others provide the security officer with sign-in information and badge(s) are issued to the driver (and others as required).
- F. All freight and bulk deliveries made to the site may be subject to search and inspection regardless of the final delivery destination. The Contractor shall inform all delivery companies and drivers in advance that all freight entering the site is subject to search. Contractor shall submit acknowledgment from all freight and bulk delivery companies that the companies have been informed of and consent to such searches.



1.10 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

## DECLARATION OF NONCOLLUSION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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

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

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Signed At: \_\_\_\_\_ County, State of: \_\_\_\_\_



## DECLARATION OF ELIGIBILITY TO WORK ON PUBLIC WORKS PROJECTS

---

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

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

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_  
(County)

State of: \_\_\_\_\_



## **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.



# EMPLOYMENT DATA AND CERTIFICATION INSTRUCTIONS (P-025)

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

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

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

## SECTION A

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

### A1. TYPE OF ORGANIZATION

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

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

NAME	TITLE	FAMILY RELATIONSHIP	PERCENTAGE
			%
			%
			%

### ☐ **JOINT VENTURE**

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

	%
	%

### ☐ **PARTNERSHIP**

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


### A2. COMPOSITION OF OWNERSHIP

Indicate the percent of ethnic and gender ownership below

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

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

SECTION B

B1. EMPLOYMENT DATA

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

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

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

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

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

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

PRINT NAME

TITLE

## SECTION C

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

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

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

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

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

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

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

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

EXECUTED IN \_\_\_\_\_

CITY, COUNTY, STATE

ON \_\_\_\_\_

DATE

BY \_\_\_\_\_

PRINT NAME

TITLE

SIGNATURE

PHONE NUMBER

## P-025 SUPPLEMENT

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

CA STATISTICAL AREAS	WM%	WW%	EM%
BAKERSFIELD	29.7%	24.6%	45.7%
FRESNO	25.1%	21.6%	53.3%
LOS ANGELES-LONG BEACH	20.2%	16.4%	63.5%
MERCED	24.9%	21.1%	54.0%
MODESTO	33.0%	28.4%	38.6%
OAKLAND	28.0%	24.2%	47.8%
REDDING	46.6%	41.5%	11.9%
RIVERSIDE-SAN BERNADINO	28.2%	23.4%	48.3%
SACRAMENTO	36.1%	32.3%	31.6%
SAN DIEGO	32.4%	27.5%	40.2%
SAN FRANCISCO	30.8%	25.1%	44.0%

CA STATISTICAL AREAS	WM%	WW%	EM%
SAN JOSE	26.9%	21.0%	52.1%
SAN LUIS OBISPO-ATASCADERO-PASA ROBLES	42.3%	36.6%	21.1%
SANTA BARBARA-SANTA MARIA-LOMPOC	31.8%	28.6%	39.6%
SANTA CRUZ-WATSONVILLE	37.5%	32.1%	30.4%
SANTA ROSA	39.8%	36.9%	23.4%
STOCKTON-LODI	28.1%	24.5%	47.4%
VALLEJO-FAIRFIELD-NAPA	30.2%	26.8%	42.9%
VENTURA	33.3%	27.6%	39.1%
YUBA CITY	34.9%	31.0%	34.1%

CA COUNTIES	WM%	WW%	EM%
9 BAY AREA COUNTIES*	32.3%	27.8%	39.9%
ALAMEDA/CONTRA COSTA	28.9%	24.9%	46.2%
ALAMEDA	24.5%	21.6%	53.9%
CONTRA COSTA	33.3%	28.2%	38.5%
EL DORADO	46.7%	39.4%	13.9%
FRESNO	24.7%	21.4%	54.0%
LOS ANGELES	20.2%	16.4%	63.5%
MARIN	42.8%	38.4%	18.8%
MENDOCINO	40.4%	37.0%	22.6%
MERCED	24.9%	21.1%	54.0%
MONTEREY	23.8%	21.3%	54.9%
NAPA	37.6%	33.6%	28.8%
ORANGE	30.9%	25.5%	43.6%
RIVERSIDE	30.1%	24.7%	45.3%
SACRAMENTO	32.7%	30.0%	37.3%

CA COUNTIES	WM%	WW%	EM%
SAN BERNARDINO	26.5%	22.3%	51.1%
SAN DIEGO	32.4%	27.5%	40.2%
SAN FRANCISCO	29.2%	22.5%	48.3%
SAN JOAQUIN	28.1%	24.5%	47.4%
SAN LUIS OBISBO	42.3%	36.6%	21.1%
SAN MATEO	28.6%	23.6%	47.9%
SANTA CLARA	26.9%	21.0%	52.1%
SANTA CRUZ	37.5%	32.1%	30.4%
SHASTA	46.6%	41.5%	11.9%
SOLANO	27.8%	24.6%	47.6%
SONOMA	39.8%	36.9%	23.4%
STANISLAUS	33.0%	28.4%	28.6%
YOLO	31.7%	29.8%	38.5%
YUBA	36.7%	34.0%	29.4%

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

STATES	WM%	WW%	EM%
ALABAMA	40.8%	33.2%	26.0%
ALASKA	40.2%	33.1%	26.7%
ARIZONA	37.0%	31.7%	31.3%
ARKANSAS	44.0%	37.5%	18.5%
CALIFORNIA	28.0%	23.6%	48.4%
COLORADO	42.2%	36.2%	21.6%
CONNECTICUT	42.4%	37.8%	19.8%
DELEWARE	39.3%	35.5%	25.3%
DISTRICT OF COLUMBIA	19.2%	18.0%	62.8%
FLORIDA	35.7%	30.9%	33.4%
GEORGIA	35.9%	30.0%	34.2%
HAWAII	13.1%	11.1%	75.8%
IDAHO	48.6%	40.8%	10.5%
ILLINOIS	38.6%	33.6%	27.8%
INDIANA	47.1%	40.6%	12.3%
IOWA	49.2%	44.8%	6.0%
KANSAS	45.6%	40.1%	14.3%
KENTUCKY	48.4%	41.9%	9.7%
LOUISIANA	37.3%	30.0%	32.7%
MAINE	50.6%	46.5%	2.9%
MARYLAND	34.0%	30.2%	35.8%
MASSACHUSETTS	44.0%	40.6%	15.3%
MICHIGAN	44.1%	37.5%	18.4%
MINNESOTA	47.6%	43.1%	9.3%
MISSISSIPPI	36.1%	29.6%	34.3%
MISSOURI	45.6%	40.3%	14.1%

STATES	WM%	WW%	EM%
MONTANA	49.1%	42.5%	8.4%
NEBRASKA	47.1%	42.7%	10.2%
NEVADA	37.8%	31.3%	30.9%
NEW HAMPSHIRE	50.6%	45.0%	4.4%
NEW JERSEY	36.7%	31.5%	31.7%
NEW MEXICO	26.6%	23.1%	50.3%
NEW YORK	35.0%	30.9%	34.1%
NORTH CAROLINA	39.1%	34.0%	26.9%
NORTH DAKOTA	49.6%	44.4%	6.0%
OHIO	46.1%	40.2%	13.7%
OKLAHOMA	41.7%	35.4%	22.9%
OREGON	45.5%	39.5%	15.0%
PENNSYLVANIA	46.4%	40.2%	13.4%
RHODE ISLAND	44.1%	41.4%	14.5%
SOUTH CAROLINA	37.6%	32.4%	30.0%
SOUTH DAKOTA	48.0%	43.6%	8.4%
TENNESSEE	44.1%	37.1%	18.8%
TEXAS	31.5%	26.1%	42.4%
UTAH	47.7%	39.1%	13.2%
VERMONT	50.4%	46.3%	3.3%
VIRGINIA	38.6%	34.0%	27.3%
WASHINGTON	43.6%	37.6%	18.8%
WEST VIRGINIA	51.9%	43.3%	4.9%
WISCONSIN	47.5%	42.8%	9.6%
WYOMING	49.0%	41.4%	9.6%

TOTAL USA	39.0%	33.7%	27.2%
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**WM** = White Men, **WW** = White Women, **EM** = Ethnic Minority.

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





# DESIGNATION OF SUBCONTRACTORS (P-046)

Name of Bidder/Proposer \_\_\_\_\_

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

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

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

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

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



# DESIGNATION OF SUBCONTRACTORS (P-046)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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.



## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department:

Street Address: 375 11<sup>th</sup> Street, MS 702Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623-1055**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Purchase Order

Number:

(Completed by EBMUD)

Insured:

Address:

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:****TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

**INSURANCE COMPANY:****POLICY NUMBER:****POLICY**

From:

To:

**TERM:**

**The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.**

**IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.**

Signed:

Date:

Firm:

E-mail

Address:

Phone:

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



# CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:****TYPE OF INSURANCE:** Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.**LIMITS OF LIABILITY:**

(MINIMUM)

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

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

**SELF INSURED RETENTION (\$):**

(Auto)

(GL)

(if applicable)

Aggregate Limits (AUTO)

(GL)

(if applicable)

**INSURANCE COMPANY(IES):**

(Auto)

(GL)

**POLICY NUMBER(S):**

(Auto)

(GL)

**POLICY TERM:**

From: (Auto)

(GL)

To: (Auto)

(GL)

**THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):**

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. \_\_\_\_\_
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 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 *explosion, collapse, and underground* hazards.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☐ Not Used
11. ☒ 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.

**IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.**

Signed \_\_\_\_\_

Address \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_



# **EXHIBIT C**

## **CONTRACT CONDITIONS**



**CONTRACT CONDITIONS FOR CONSTRUCTION CONTRACTS OF \$70,000 AND LESS**

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## **PART 1      GENERAL CONDITIONS**

### **1.01    DEFINITION**

Wherever in the specifications and other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

**District:**      The East Bay Municipal Utility District

**Contractor:**   The individual, partnership, joint venture, or corporation with whom the contract is made by the District.

**Engineer:**      The Director of the Facilities Maintenance and Construction Department of the District acting directly or through authorized agents acting within the duties entrusted to them.

### **1.02    COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

- A. The Contractor shall not perform any work until it has received from the Engineer a Notice to Proceed letter.
- B. Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time.
- C. Completion and acceptance of all work as shown in Exhibit A - Summary of Work constitutes contract completion.

### **1.03    SCHEDULE**

- A. Prior to commencing work, Contractor shall provide the District with a written schedule of work activities to allow scheduling of inspection activities.
- B. The Contractor shall provide written or oral notice to the Engineer each day of the work planned for the following day.

### **1.04    LIQUIDATED DAMAGES**

### **1.05    TERMINATION OF CONTRACT**

- A. Termination by the District for Cause or Default
  - a. The 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:
    - i. The Contractor becomes insolvent or files for relief under the bankruptcy

laws of the United States.

- ii. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - iii. A receiver is appointed to take charge of the Contractor's property.
  - iv. 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 work days of the District's request.
- b. If any of the following events occur, the District may require that the Contractor submit a written plan to cure its default:
- i. 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.
  - ii. The Contractor fails to make progress so as to endanger performance of the Work within the Contract Time.
  - iii. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  - iv. The Contractor materially fails to execute the Work in accordance with the Contract Documents.
  - v. The Contractor is in default of any other material obligation under the Contract Documents.
- c. The District may terminate the Contractor's right to proceed under the contract in whole or in part for default if the written plan is not received by the District within five days after the District's request or if the District does not accept the Contractor's plan for curing its default.
- d. Upon any of the occurrences referred to above in Articles 1.05.A.a, 1.05.A.b, 1.05.A.c, 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 construction equipment and machinery from the project site 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.
- e. If the contract is terminated by the District as provided in this Article, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after acceptance of all work by the District.
- f. 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.

- g. If, after termination for default, it is determined that the Contractor was not in default, or that default 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 1.05.B.

B. Termination by the District for Convenience

- a. The District may, at its option, and for its convenience, terminate this 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 in accordance with Article 1.05.B.e; and, as the sole right and remedy of the Contractor, the District will pay the Contractor in accordance with Article 1.05.B.d below.
- b. Upon receipt of notice of termination under this Article 1.05.B, the Contractor shall, unless the notice directs otherwise, do the following:
  - i. Immediately discontinue the Work to the extent specified in the notice.
  - ii. 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 is necessary to secure the project site.
  - iii. 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.
  - iv. 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 or on the project site.
- c. 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 1.05.B.b, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Upon such termination, the District will pay to the Contractor the sum of the following:
  - i. The amount of the contract price 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.
  - ii. Previously unpaid costs of any items delivered to the Project site which were already fabricated for subsequent incorporation in the Work.
  - iii. Any proven losses with respect to materials and equipment directly resulting from the termination.
  - iv. Reasonable demobilization costs.
- e. 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. Termination of the Contract - Act of God or Force Majeure

- a. "Act of God" has the meaning set forth in Section 7105 of the Public Contract Code. "Force Majeure" shall solely have the meaning set forth in Section 1511, Subparagraph 2 of the Civil Code. If an Act of God or Force Majeure occurs, the Engineer may, by written notice, suspend or terminate this contract. If the contract is not suspended or terminated, or if the contract is resumed after suspension, the Contractor shall fully restore the Work except as limited by Public Contract Code, Section 7105(a), in the case of an "Act of God."
- b. If the contract is terminated because of an Act of God or Force Majeure, the Contractor will be paid for Work performed prior to the Act of God or Force Majeure 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 that the Contract Sum for the Work completed, at the time of occurrence of the Act of God or Force Majeure bears to the Contract Sum for all Work to be performed under the contract as determined by the Engineer. In no event will the District be liable to the Contractor for breach of contract, extra work, or damages because the contract is terminated due to an Act of God or Force Majeure.

D. Suspension by the District

- a. The Engineer may, in its sole discretion, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for as long as 90 days from the date of delivery of a written order of suspension. The order shall be specifically identified as a "suspension order" under this Article. The Work may be suspended for a longer period or periods if the parties agree. Upon receipt of a suspension order, the Contractor shall comply with its terms and take all reasonable steps to minimize costs related to the suspension of the Work or the portion of the Work. Within 90 days after the issuance of the suspension order, or such extension to that period as is agreed upon by the Contractor and the District, the District will either cancel the suspension order or delete the suspended Work.
- b. If a suspension order is canceled or expires, the Contractor shall resume the suspended work. A Change Order may be issued to cover any adjustments of the contract sum or an extension of contract time necessarily caused by the suspension. If the Contractor disputes the adjustment of the contract sum or the contract time, the Contractor shall submit a claim per Article 1.22.
- c. Costs directly associated with the suspension will be at the District's expense if the suspension is not due to any fault of the Contractor.
- d. A suspension order shall not be required to stop the work as permitted or required under any other provision of the Contract Documents

## 1.06 CHANGES

- A. The District reserves the right to modify the drawings and specifications, and to require changes in the work, as necessary for proper completion of the work.
- B. Changes will be directed in writing by the Engineer. An equitable adjustment in the cost of the work will be determined by the Engineer. When requested by the Engineer, the Contractor shall submit a proposal covering the changes. For emergency work directed by the Engineer, the Contractor shall submit a breakdown of actual costs incurred.
- C. Changes will be set forth in a revised purchase order contract, which will reflect the revised work description and cost ceiling.

#### **1.07 INSTRUCTIONS TO CONTRACTOR**

The Contractor shall at all times be represented on the work in person or by a supervisor or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

#### **1.08 PERMIT**

The Contractor will obtain a Oakland Fire Department permit from the City of Oakland for this project. Contractor shall perform work in accordance with all applicable regulatory requirements enforced by the jurisdiction under the permit.

#### **1.09 INSPECTION**

All materials furnished and work completed under this contract is subject to rigid inspection. The Engineer, or its authorized agent or agents, shall have safe access to the work site or shop where the work, material or equipment subject to inspection is being performed or manufactured or where any off-site work is being performed.

#### **1.10 MATERIAL AND WORKMANSHIP**

All materials shall be of the specified quality and, unless otherwise specified, shall be new, unexpired, of good quality, and of current manufacture unless otherwise specified. All materials shall be of the specified quality and equal to approved samples, if samples were required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the 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 Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents. All materials furnished and all work done shall be in accordance the Contract Documents. Work, material, or equipment not in accordance with the Contract Documents, in the opinion of the Engineer, shall be made to conform thereto. Unsatisfactory material and

equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

### **1.11WORKING HOURS**

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 3:00 p.m. Monday through Friday, with the exception of the areas described below.
- B. All work necessary in rooms 256, 257, 241, 238, 240, 243, and 245 shall be completed on weekends. Reference "Second Floor Plan" drawing for room numbers.
- C. Work in excess of eight hours per day, on Saturdays, on Sundays, or on District holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection.
- D. District holidays
  - a. Holidays are:
    - New Years Day
    - Martin Luther King Day (3rd Monday in January)
    - Lincoln's Birthday
    - Washington's Birthday (3rd Monday in February)
    - Chavez's Birthday
    - Memorial Day (last Monday in May)
    - Independence Day
    - Labor Day (1st Monday in September)
    - Admission Day
    - Columbus Day (2nd Monday in October)
    - Veteran's Day
    - Thanksgiving Day and following Friday
    - Christmas Day
  - b. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

### **1.12 OPERATION OF EXISTING FACILITIES**

- A. Unless otherwise specified, existing District facilities shall be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of District service provided. Upon written permission obtained in advance, portions of the existing facilities may be taken out of service for short durations of minimum service demands.
- B. If the Contractor wishes to take any equipment or electrical circuit out of service, the Contractor shall provide a written request to the Engineer one week in advance of the



date of the proposed work. No items shall be taken out of service until the Contractor has received written approval from the Engineer and the necessary lockout tagout (LOTO) procedure has been established, see Article 2.08.

- C. The Contractor shall cooperate with the District to permit full access to existing facilities by District personnel and equipment.

### **1.13 USE OF FACILITIES DURING CONTRACT**

- A. The existing District facilities will be in operation during the work.
- B. The use of any portion or portions by the District, shall not be construed as, and will not be construed as acceptance in any sense, of any portion of the work of the Contractor.

### **1.14 PROTECTION OF PROPERTY**

- A. The Contractor shall be solely responsible for conditions of the jobsite, including safety of all persons and property, during performance of the work.
- B. The Contractor, at its own expense, shall repair or otherwise restore, to the Engineer's satisfaction, all injuries and damage resulting from its failure to protect the work and other structures, facilities, and property.

### **1.15 COOPERATION**

The District reserves the right to perform other work at or near the site at any time by the use of its own forces or other Contractors. The Contractor shall coordinate its work and cooperate with District forces and other Contractors such that any delay or hindrance to their work will be avoided.

### **1.16 PREVAILING WAGES, PAYROLL RECORDS, HOURS OF LABOR AND EMPLOYMENT OF APPRENTICES**

- A. Prevailing Wages
  - a. Pursuant to Section 1773 of the Labor Code of the State of California, 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. The prevailing wage rates are available on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
  - b. 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.

- c. 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.
- d. Pursuant to Section 1774 of the Labor Code of the State of California, the Contractor and any of its subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- e. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages shall be deemed to 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.
- f. 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.
- g. 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.
- h. 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(b), 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 Contractor's payment of these predetermined wage modifications.
- i. The Contractor and all Subcontractors of any tier shall be properly registered with the State Department of Industrial Relations at the time of bid opening and for the duration of the project pursuant to Section 1725.5 of the Labor Code. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Payroll Records

- 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.

- b. The Contractor shall submit for each week in which any contract work is performed a copy of all payrolls to the Engineer. Contractor shall be responsible for submission of copies of payroll records of all subcontractors. Payrolls shall be completed and submitted by the 25th of the month for the previous 30 day period which started on the 15th of the previous month to the 15<sup>th</sup> of the current month.
- c. Certified payroll records shall be on the forms provided by the Department of Industrial Relations or contain the same information required on the Department's form. Copies of the form may be obtained from:

Division of Labor Standards Enforcement  
Bureau of Field Enforcement  
2031 Howe Avenue, Suite 100  
Sacramento, CA 95825-5378  
(916) 263-1811  
(916) 263-5378

or from the Division of Labor Standards Enforcement website at  
<http://www.dir.ca.gov/dlse/DLSE-Forms.htm>

- d. The Contractor or subcontractor shall certify the payroll records as shown on the reverse of the State 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.
- 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 ten-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776(h) 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 its subcontractors of any tiers shall also furnish the payroll records specified in Labor Code Section 1776 directly to the Labor Commissioner.

#### C. Hours of Labor

- a. Pursuant to the provisions of Sections 1810 et. seq. of the Labor Code of the State of California and any amendments thereof:
  - i. Eight hours labor constitutes a legal day's work under the contract.
  - ii. 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 1.16.C.a.iv below.

- iii. 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.
- iv. 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.
- v. 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 the contractor or the subcontractors 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.

#### D. 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 of the State of California 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.

### **1.17 CLEAN UP**

The Contractor shall be responsible for clean-up and removal of all debris, extra material, and equipment utilized for installation of the work.

### **1.18 BASIS OF PAYMENT**

The basis of payment for the work specified herein shall be as included in the applicable lump sum price stated in the Contractor's Proposal. Contractor shall receive total payment after all work is complete as determined by the Engineer. A lump sum payment will be made within thirty (30) days following receipt of a correct invoice and upon final completion of construction.

### **1.19 INDUSTRIAL WELFARE COMMISSION ORDER NO 16-2001**

Post at the job site and comply with Industrial Welfare Commission Order No. 16-2001. Copies of this order may be obtained from the Department of Industrial Relations Public Information Office, P.O. Box 420603, San Francisco, CA 94142-0603, telephone (415) 703-5070, or on the internet at <http://www.dir.ca.gov/iwc>.

### **1.20 DECLARATIONS OF ELIGIBILITY AND NON-COLLUSION**

With the bid proposal, Contractor shall execute and submit the Declaration of Eligibility to Work on Public Works Projects. Sign the form. The Contractor's representative signing the Declaration of Eligibility to Work on Public Works Projects shall meet all requirements for signing the quotation proposal.

With the bid proposal, Contractor shall execute and submit with the proposal the Declaration of Noncollusion. Sign the form. The Contractor's representative signing the Declaration of Noncollusion shall meet all requirements for signing the quotation proposal.

### **1.21 DESIGNATION OF SUBCONTRACTORS**

With the bid proposal, Contractor shall complete all information required for all subcontracts in excess of one-half of one percent of the total bid and list this information on the Designation of Subcontractors Form (Form P-046). Subcontractors' names and addresses shall be complete and legible. Clearly state that portion of the work to be done by each subcontractor listed, by type and by estimated dollar amount. Designated subcontractors cannot be substituted after bid opening except as provided in Section 4107 of the Public Contract Code.

The Contractor's attention is called to the District's additional restrictions on subcontractor substitution as stated under Contract Equity Participation (Form P-040).

### **1.22 DISPUTES AND CLAIMS**

If the Engineer issues an order or decision that requires the Contractor to perform Work that the Contractor believes is not required by the Contract Documents, the Contractor shall, within 48 hours of the order or decision, notify the Engineer in writing that it disputes the order or decision. The Contractor's notice shall include the date and circumstances of the Engineer's order or decision and the detailed basis for disputing the order or decision. Regardless of the basis of the dispute, the Contractor shall immediately perform the disputed work or conform to the Engineer's order or decision.

The Engineer will consider and investigate the dispute and issue a written and final decision regarding the dispute. If the Contractor disagrees with the Engineer's final decision, the Contractor shall, within 10 days of receipt of the decision, send the Engineer a written Notice of Intent To File a Claim.

Failure of the Contractor to comply with the notifications outlined above within the specified time constitutes a waiver of the Contractor's right to assert a claim concerning such matter.

**Time to Submit Claim:** The Contractor shall submit a written Claim within 30 days after submitting a Notice of Intent to File a Claim. The Claim shall relate directly to the circumstances addressed in the Notice of Intent to File a Claim, must identify the date of the Notice of Intent to File a Claim to which the Claim relates, and may not raise new issues or circumstances that were not identified in the Notice of Intent to File a Claim. The Claim shall clearly state that it is a Claim being submitted under this Article. Failure to submit a written Claim within the 30-day period waives any right to recover compensation or obtain an extension of Contract Time due to the issues referenced in the Notice of Intent to File a Claim.

**Contents of Written Claim:** The written Claim shall provide detailed information sufficient to allow the Engineer to evaluate entitlement and value of the Claim, including:

1. Description of the event or events giving rise to the Claim;
2. Identification of the date or dates of the event, or events giving rise to the Claim;
3. Identification of all statutory or contractual support for the Claim; and
4. Detailed analysis of the asserted effect on the Contract Sum and the Contract Time.

**Extensions in Contract Time:** The Claim shall provide an analysis of schedule impact that describes how the Contractor will incorporate the alleged changed work in the schedule and how that work impacts the current accepted schedule. If the Contractor is requesting an extension in the contract time, the magnitude and cause of the delay shall be demonstrated in the analysis of schedule impacts.

The Contractor, through a corporate officer or general partner, shall certify under penalty of perjury pursuant to the laws of the State of California for any Claim filed on behalf of itself or its Subcontractors or Suppliers, that:

1. The claim is made in good faith;
2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
3. The amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable.

If Contractor does not certify the Claim as required above, the Claim will be denied without any further recourse by, or remedy to, the Contractor.

The Contractor's performance of its duties and obligations and submission of a claim, specified in this Article, is the Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms

or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the District, its representatives, consultants or agents, or the transfer of the Work to the District for any reason whatsoever. The Contractor waives all claims of waiver, estoppels, release, bar, or any other type excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in this Article is a condition precedent to the right to file a Government Code Claim, which in turn is a condition precedent to the right to commence litigation, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Article may be asserted in any Government Code Claim pursuant to Government Code Section 900 et. Seq., subsequent litigation, or legal action. The District shall not be deemed to have waived any provision under this Article, if at the District's sole discretion, a claim is accepted in a manner not in accord with this Article.

For claims less than or equal to \$375,000, the Contractor shall comply with Public Contract Code Section 20104, et. Seq., which is set forth below in relevant part: (As used therein, the term "local agency" means East Bay Municipal Utility District.) This Public Contract Code section on claim resolution does not supersede the claim documentation requirements in this Article and only becomes operative upon the timely notice and submittal of a claim under the contract.

“20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a Contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) “Public work” means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing,

within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) or Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code."

All civil actions filed to resolve claims under this Act are subject to the provisions of Public Contract Code Section 20104.4 and 20104.6(b).

The parties specifically and expressly agree that California Government Code Section 12650 et. seq. applies. If a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, California Government Code Section 12650 et. seq.) the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.



Under no circumstances will the Contractor be entitled to indirect, consequential, special and incidental damages.

### **1.23 USE OF APPRENTICES**

For contracts over \$30,000, the Contractor shall use apprentices in accordance with California Labor Code section 1777.5-.7. The District will notify the Division of Apprenticeship Standards once the purchase order for the contract has been issued.

### **1.24 WARRANTY**

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, materials installed, and services furnished hereunder shall be guaranteed for a period of **1** year from the date of acceptance by the District.

In the event that any work is performed by a subcontractor and is in need of repair during the warranty period, the District will contact the primary contractor to perform warranty work. In the event that the primary contractor is nonresponsive, the District will have the work performed by District Forces or another contractor of its choice and bill the contractor for the work performed.

## **PART 2 SAFETY AND REGULATORY REQUIREMENTS**

### **2.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

- A. The Contractor shall at its cost do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including District employees) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- B. The Contractor shall at its cost be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
  2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- C. The Contractor shall at its cost comply with all applicable laws and regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the District and other owners of adjacent property and utilities when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

## **2.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS**

Health and safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specific to the District facilities including the Federal Occupational Safety and Health Act of 1970 (29 U.S.C., Section 651, et seq.) and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Where any of these are in conflict, the more stringent requirement shall be followed. Failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve the Contractor from compliance with the obligations and penalties set forth therein.

## **2.03 CONSTRUCTION SAFETY PROGRAM**

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the District.
- B. The Contractor shall designate in writing to the District the name and position of all "Competent Person(s)" to be assigned to the jobsite prior to commencement of work. Any change in competent person(s) made after commencement of work shall be communicated to the District in writing on a daily basis.

C. The duties and responsibilities of the “Competent Person(s)” shall be in accordance with the Construction Safety Orders, Title 8 of the California Administrative Code.

D. The duty of the Engineer to conduct construction review of the Contractor’s performance does not include a review or approval of the adequacy of the Contractor’s safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site. These responsibilities are solely the Contractor’s.

#### **2.04 NOT USED**

#### **2.05 MATERIAL SAFETY DATA SHEET (MSDS)**

Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet or a letter from the manufacturer or supplier stating that a MSDS is not required, for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection.

#### **2.06 WARNING DEVICES AND BARRICADES**

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal-OSHA.

#### **2.07 NOT USED**

#### **2.08 LOCKOUT TAGOUT**

A. The Contractor shall submit its lockout tagout procedures a minimum of 14 days in advance of any work requiring lockout tagout. The Contractor’s lockout tagout procedures shall comply with all Federal, State and District requirements for lockout tagout and shall be effective for the duration of the work operations. The Contractor with its subcontractors shall meet with the District to share and reach agreement for implementation with LOTO plans and planning for any District equipment, process, or machinery that shall be locked-out. The Contractor shall furnish, install and remove its own locks and tags. The District will be responsible for its own locks and tags.

#### **2.09 NOT USED**

### **PART 3 INDEMNIFICATION AND INSURANCE**

#### **3.01 GENERAL – INDEMNIFICATION**

- A. The Contractor has the entire responsibility for any and all injury to the public and to individuals; for all loss or damage arising from any obstructions or difficulties, either natural or artificial, which may be encountered in the project; for damage to property resulting from the performance of the work under this contract; for damage from any action of the elements prior to the final acceptance of the work; for damage from any act or omission not authorized by this Specification on the part of the Contractor or any agent or person employed by the Contractor.
- B. Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Contractor's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

### **3.02 INSURANCE REQUIREMENTS**

- A. The Contractor shall, at its expenses, procure and maintain for the duration of the Contract all the required insurance and shall submit Certificates of insurance to the Engineer for review and approval. The Certificates shall be on the forms provided by the District.
- B. The Notice to Proceed will not be issued, and the Contractor shall not commence work, until the Certificates have been approved by the District. Approval of the Certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor.
- C. The District may require the Contractor to provide insurance policies to the Engineer for review. If requested, the Contractor agrees to provide the District complete copies of the policies no later than ten (10) calendar days following the request.

### **3.03 WORKERS' COMPENSATION INSURANCE**

- A. The Contractor shall procure and maintain for the duration of the contract, Workers' Compensation Insurance for all of its employees on the project. Likewise, Contractor shall require all of its subcontractors to procure and maintain Workers' Compensation Insurance for the duration of the contract. In lieu of evidence of Workers' Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. The Contractor shall require its subcontractor(s) to provide it with a copy of proof of Workers' Compensation Insurance, all in strict compliance with California State Laws.

### **3.04 COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE**

- A. The Contractor shall procure and maintain for the duration of the contract, Commercial General and Auto Liability Insurance that provides protection from claims which may arise from operations or performance under this contract. The

Contractor shall require its subcontractor(s) to provide it with a copy of proof the same liability insurance coverages.

B. 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.

C. The following endorsements/coverages shall 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 District's Property in Consultant's/Contractor'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 explosion, collapse, and underground hazards.
8. The policy(ies) covers products and completed operations.
9. The policy(ies) covers use of owned, non-owned and hired automobiles.
10. NOT USED
11. The policy(ies) shall not be canceled nor the above coverages/endorsements reduced without 30 days written notice to the District.

**3.05 NOT USED**

**3.06 NOT USED**

**3.07 PAYMENT AND PERFORMANCE BONDS (Required for contracts greater than \$25,000)**

The contractor shall furnish to the District a Payment Bond in an amount not less than 100 percent and a Performance Bond in an amount not less than 100 percent of the

proposal. The Payment Bond and the Performance Bond shall be on the forms of the District. Two copies of the bonds shall be signed by the Contractor. If the Contractor is a corporation, the contract and bonds shall be signed by the corporate officers authorized to do so. Both copies of the bonds shall be executed by a sufficient, admitted surety insurer (as listed on the 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 the contract is executed on behalf of the District, one copy will be returned to the Contractor for its files.

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 (10) calendar days after notice, and in default thereof the contract may be terminated and the materials purchased or the work completed as provided in Article entitled "Termination of Contract".

It is understood and agreed that no modifications or alterations made in the specification or summary of work shall operate to release any surety from liability on any bond or bonds required to be given herein

## **PART 4 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES**

### **4.01 CONTRACTOR'S STAGING AREA AND WORK ACCESS PLAN**

The staging area available to the Contractor is extremely limited. The Contractor shall limit the location of its storage of equipment and materials to the staging areas designated by the Engineer. The Contractor will be given one parking space in the District's garage for the duration of the Contract. If the Contractor requires additional space, the Contractor must contact the Engineer at least three (3) working days in advance, otherwise a space cannot be provided and the Contractor must make its own arrangements for off site parking and bear all associated costs.

### **4.02 NOT USED**

### **4.03 PROJECT SECURITY**

The Contractor shall make adequate provision for the protection of the work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury. All costs arising from theft or vandalism shall be borne by the Contractor. 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. At the end of each workday the Contractor shall 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.

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. The District reserves the right to deny access to the site to any person as allowed by law.

#### **4.04 CONTRACTOR'S WORK AREA**

- A. A reasonable amount of structural and other material to be used in constructing the work may be stored adjacent to the work, but only to an extent that is absolutely necessary to avoid delay in construction. Such materials will not be allowed to accumulate but shall be replenished from day to day as they may be required. In any event, materials may be stored only with permission of the Engineer, which permission shall be revocable at any time. The Contractor if so ordered, shall immediately, or within a time to be therein stated, remove such materials.
- B. The Contractor shall maintain the area during construction in a manner that will not obstruct operations of any street areas. Contractor shall proceed with its work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

#### **4.05 WASTE DISPOSAL**

The Contractor shall dispose of surplus materials, waste products, and debris and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owner prior to disposing surplus materials, waste products, or debris on private property.

#### **4.06 SOUND CONTROL**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

#### **5.01 NON-DISCRIMINATION CLAUSE**

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

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

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

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