


DATE: January 30, 2018

MEMO TO: Holders of EBMUD Standard Specifications and Standard Drawings for
Installation of Water Mains 20" and Smaller

FROM: Jonathan K. Tham, Senior Civil Engineer 

SUBJECT: Nov. 2012 Release 3, Addendum 1

Notice is hereby given that the STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR INSTALLATION OF WATER MAINS 20" AND SMALLER of the East Bay Municipal Utility District has been revised as follows:

STANDARD SPECIFICATIONS

1. General Conditions

- A. Replace the General Conditions in its entirety with the attached General Conditions dated 01/30/18.

INSTALLATION OF WATER MAINS 20" AND SMALLER

GENERAL CONDITIONS

1. Definitions
2. Authority of the Engineer
3. Changes
4. Inspection
5. Contractor's License
6. Instructions to Applicant
7. Guarantee
8. Relocation of Installed Main
9. Material Safety Data Sheet
10. Contaminants
11. Wage and Hour Laws
12. Wage Related Workplace Postings
13. Pre-construction Conference
14. Trade Names and "Or equal as approved by the Engineer" Provision
15. Approval of Materials

1. DEFINITIONS

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.

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

Applicant: Individual, partnership, joint venture, corporation, or public agency with whom the contract is made by the District to accomplish the work.

Contractor: Applicant, or District Forces when they are assigned responsibility for accomplishment of the work.

Weekday

Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.

2. AUTHORITY OF THE ENGINEER

The decisions of the Engineer shall be final and binding upon all parties with respect to all questions concerning the acceptability or classification of material, the execution of the work, and conflicting interests of Applicants or other District contractors performing related work.

3. CHANGES

If, during the progress of the work, changes in design, material, or location are deemed necessary by the District for proper construction of the work, the District reserves the right to make such changes. The increase in the cost of material and construction caused by such changes shall be borne by the Applicant, unless the changes are made on mains to be installed for the convenience of the District, in which case the increase in cost will be borne by the District.

4. INSPECTION

All work performed under this contract will be subject to inspection by the District. The Engineer shall have safe access to all parts of the work at all times. Work or material that does not conform to the specifications will be rejected at any stage of the work. The Applicant shall remove and rebuild at its own expense any part of the work that has been improperly executed.

Whenever work under these specifications is to be performed outside weekday working hours, on Saturday, Sunday, or on holidays, the Applicant or its agent shall notify the Engineer not less than 48 hours prior to beginning work.

Overtime construction work performed at the option of, or for the convenience of, the Applicant will be inspected by the District at the expense of the Applicant and will be billed to and shall be paid for by the Applicant on a periodic basis. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or District holidays, the charges will be 150% of the hourly pay rate of the District employee(s) performing the inspection.

District holidays are:

- New Year's 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)
- Admissions Day
- Columbus Day (2nd Monday in October)
- Veteran's Day
- Thanksgiving and the following day
- Christmas Day

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.

There will be no charge for the inspection of overtime work ordered by the Engineer.

5. CONTRACTOR'S LICENSE

The Applicant or its agent performing the work shall possess a Class A or Class C-34 license from the Contractor's State License Board and such other State and local licenses as are required by law, and shall furnish satisfactory proof to the Engineer upon request that such licenses are in effect during the entire period of construction. Applicant shall also have previous experience of not less than one year in installing pressurized potable water mains 6" – 20" size.

6. INSTRUCTIONS TO APPLICANT

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

7. GUARANTEE

The Applicant hereby guarantees that any work performed by it under this contract will be performed in accordance with the drawings and specifications; that any material furnished by it will be in accordance with the drawings and specifications; and that both work and materials will fully meet the requirements of these specifications.

The Applicant hereby agrees to promptly reinstall, at its own expense, any part of the water main or any appurtenance which has not been installed in accordance with these specifications and drawings.

The District has sole responsibility for making any repairs to the newly installed pipeline and appurtenances once the pipeline is placed into service. The Applicant agrees that if, from the time that the pipeline is placed into service, any portion of the work furnished, installed, or constructed by the Applicant fails to fulfill any of the requirements of the contract, then the Applicant shall reimburse the District for all costs of said repairs (including overhead) beginning from the in-service date to within one year after written acceptance of the work completed under contract.

The Applicant shall be responsible for the full expense incidental to fulfilling any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Applicant and its sureties.

8. RELOCATION OF INSTALLED MAIN

The Applicant is required to promptly relocate the main and appurtenances at its own expense should the street grade or alignment, curb lines, lot lines, or driveways be changed for any reason after the main and appurtenances are installed.

Should the Applicant fail to act promptly in accordance with this requirement or should the exigencies of the case require the relocation to be made before the Applicant can be

notified or can respond to notification, the District may, at its sole option, perform the necessary work, and the Applicant shall pay the District the cost, including overhead, of such work.

9. SAFETY DATA SHEET (FORMERLY MATERIAL SAFETY DATA SHEET)

Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Code of Regulations. The Applicant shall submit to the Engineer a Safety Data Sheet (SDS) for each hazardous substance proposed to be used, 10 days prior to the delivery of such substance to the jobsite or use of such substance at a manufacturing plant where the Engineer is to perform an inspection. For substances which are to be tested in District laboratories, the SDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to comply with the submittal of an SDS for any hazardous substance will result in suspension of construction work.

10. CONTAMINANTS

- A. In the event of known contaminants or contaminants that are encountered during installation of the main extension facilities, Applicant shall provide a complete and specific written remedial plan prepared by a Certified Industrial Hygienist. The plan shall include the methodology, planning and design of necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants. The Applicant shall be solely responsible for the costs of all related activities including but not limited to providing required training, personnel protective equipment, access control, remobilization, and any redesign. The Applicant shall conduct a site safety briefing for each of the following situations: 1) beginning of the job, 2) change of tasks, 3) change of personnel, 4) change of conditions.
- B. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, agents, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits, and damages including attorneys' fees related to the removal, treatment, and/or disposal of soil and/or water, contaminated with hazardous substances, including, but not limited to, petroleum products or byproducts, and any additional construction costs caused by the removal, treatment, and disposal of contaminated soil and/or water.

11. WAGE AND HOUR LAWS

- A. Prevailing wages: Pursuant to Section 1773 et seq. of the Labor Code of the State of California and any amendments thereof:
 - 1. 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 perform the work. 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. The prevailing wage rates are also available on the internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

2. Applicant shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.
 3. The Applicant and its subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed on the work.
 4. 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.
- B. Hours of Labor: Pursuant to Sections 1810 et seq. of the Labor Code of the State of California and any amendments thereof:
1. Eight hours labor constitutes a legal day's work.
 2. 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.
 3. Work performed by employees of the Applicant 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.

12. WAGE RELATED WORKPLACE POSTINGS

- A. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. PRE-CONSTRUCTION CONFERENCE

- A. Seven days before the start of construction work, the Applicant is responsible for contacting the Engineer for arrangement of a pre-construction conference to be attended by the Applicant's project representative authorized to commit on the behalf of the Applicant and to direct the performance of the work by others. Contact phone number for Construction Inspection is (510) 287-1168 for projects in Alameda County, and (510) 287-1124 for projects in Contra Costa County.
- B. The purpose of this conference will be to establish a working relationship and understanding between the parties and to discuss project organization, job communications, the construction schedule, materials, shop drawing submittals and processing, inspection, survey requirements, testing, safety, water discharge requirements, and such other subjects as may be pertinent for the proper execution of the work. The District will provide final project drawings to the Applicant to disseminate to the parties responsible for the work, prior to or at the conference.

14. TRADE NAMES AND “OR EQUAL AS APPROVED BY THE ENGINEER” PROVISION
- A. Whenever in the specifications or on the project drawings materials or equipment to be incorporated into the work are designated by brand or trade name, such designation is intended to indicate a measure of quality and utility or as a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Applicant may substitute any other brand of the product of equal quality and utility on approval of the District.
15. APPROVAL OF MATERIALS
- A. The Applicant shall furnish to the District such quantities of construction materials as may be required by the Engineer for test purposes.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Applicant. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Applicant, the Agreement number, and a reference to the applicable project drawings and specification paragraphs.
- C. Materials of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics or for the uses named in such approval, and no other.

END OF SECTION