

REQUEST FOR QUOTATION

Title: Orinda WTP Filter Gallery Electrical Cable Tray Installation

Contract ID# 15-557-02

PART A

The District proposes to contract out for the labor and material to install approximately 1000 linear feet of aluminum cable trays for electrical wires and cables inside of Orinda WTP Filter Gallery Building 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 \$70,000. This work will require a current and active C10 license from the California Contractors State License Board.

Sealed proposal will be received in the Purchasing Division, East Bay Municipal Utility District, MS 102, 375 11th Street, Oakland, CA 94607 until 1:30 pm on Wednesday, January 27, 2016 and will at that hour be publicly opened and read in the Board Room, Second Floor, of the District's Administration Building, for the Orinda WTP Filter Gallery Electrical Cable Tray Installation - Request for Proposal 15-557-02. If you have any questions email Darryl Yee at dyee@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 non-mandatory pre-bid jobsite inspection tour (RSVP required) for contractors and manufacturing representatives on Wednesday, January 13, 2016 at 10:00 a.m. To RSVP for the pre-bid inspection tour, prospective attendees must email Darryl Yee at dyee@ebmud.com by 4:00 pm, January 11, 2016. In the RSVP email, prospective attendees must include company name and attendee names. Those who do not RSVP for the inspection tour and those who are not prospective bidders or manufacturers will not be allowed to attend the pre-bid inspection tour.

Prospective attendees shall meet at 190 Camino Pablo Road, Orinda, CA 94563. The entrance gate is from Manzanita Road. All attendees are required to have a photo ID and provide a business card with information matching the above RSVP to the Engineer at the tour.

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.

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

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Orinda WTP Cable Tray Installation

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 Name: _____ Phone # (510) _____ Fax# (510) _____ P.O. #: _____	The District accepts your offer to perform the work as specified. No work is authorized without signed Purchase Order and a Notice to Proceed Date: _____ Name: _____ Signature _____ Title: _____
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EXHIBIT A

Orinda WTP Filter Gallery Electrical Cable Tray Installation Contract # 15-557-02

SUMMARY OF WORK

Scope of Work

- Provide all labor and material to install approximately 1000 linear feet of aluminum cable trays for electrical wires and cables inside of Orinda WTP Filter Gallery Building, per Figure 1 (Attached)) in accordance with specification 26 05 36 - Cable Trays for Electrical Systems.
- Install the cable trays to the internal east and west walls approximately 9 ft. 10 in. above the floor. Install five cable tray crossovers to connect the east and west cable trays.

Work Location

Orinda Water Treatment Plant located at 190 Camino Pablo, Orinda, CA 94563.

List of Material Provided by Contractor

Refer to Specification 26 05 36 - Cable Trays for Electrical Systems.

Preliminary Schedule

- Contract Award 02/09/2016
- Notice to Proceed 02/17/2016
- Completion 05/18/2015

DRAWINGS, SPECIFICATIONS & FORMS

Orinda WTP Filter Gallery Electrical Cable Tray Installation

A. Drawings:

Figure 1 – Project Location and Contractor Staging Area

Figure 2 - Orinda WTP Filter Gallery - Cable Tray Plan

B. Specifications:

Section 01 33 00 Submittal Procedures

Section 01 35 Security Procedures

Section 01 43 11 Seismic Requirements

Section 26 05 00 Common Work Results for Electrical

Section 26 05 36 Cable Trays for Electrical Systems

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. Designation of Subcontractors (to be submitted with the proposal)
4. Employment Data and Certification (to be submitted with the proposal)
5. Faithful Performance Bond (sample only)
6. Payment Bond (sample only)
7. Certificate of Workers' Compensation Insurance (sample only)
8. Certificate of Commercial General Liability Insurance (sample only)
9. Certificate of Commercial Auto Liability Insurance (sample only)
10. Certificate of Builder's Risk Insurance (sample only)

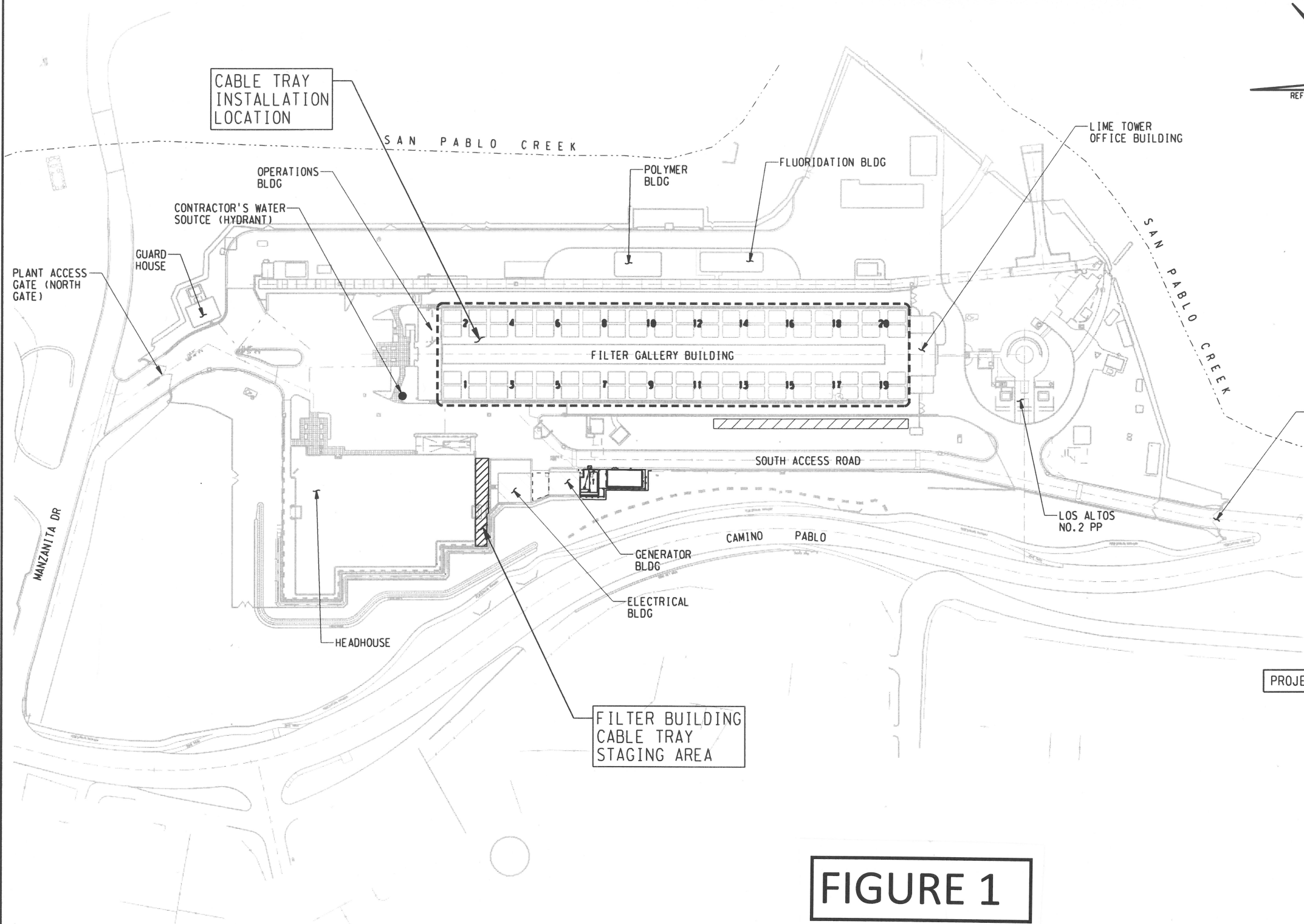
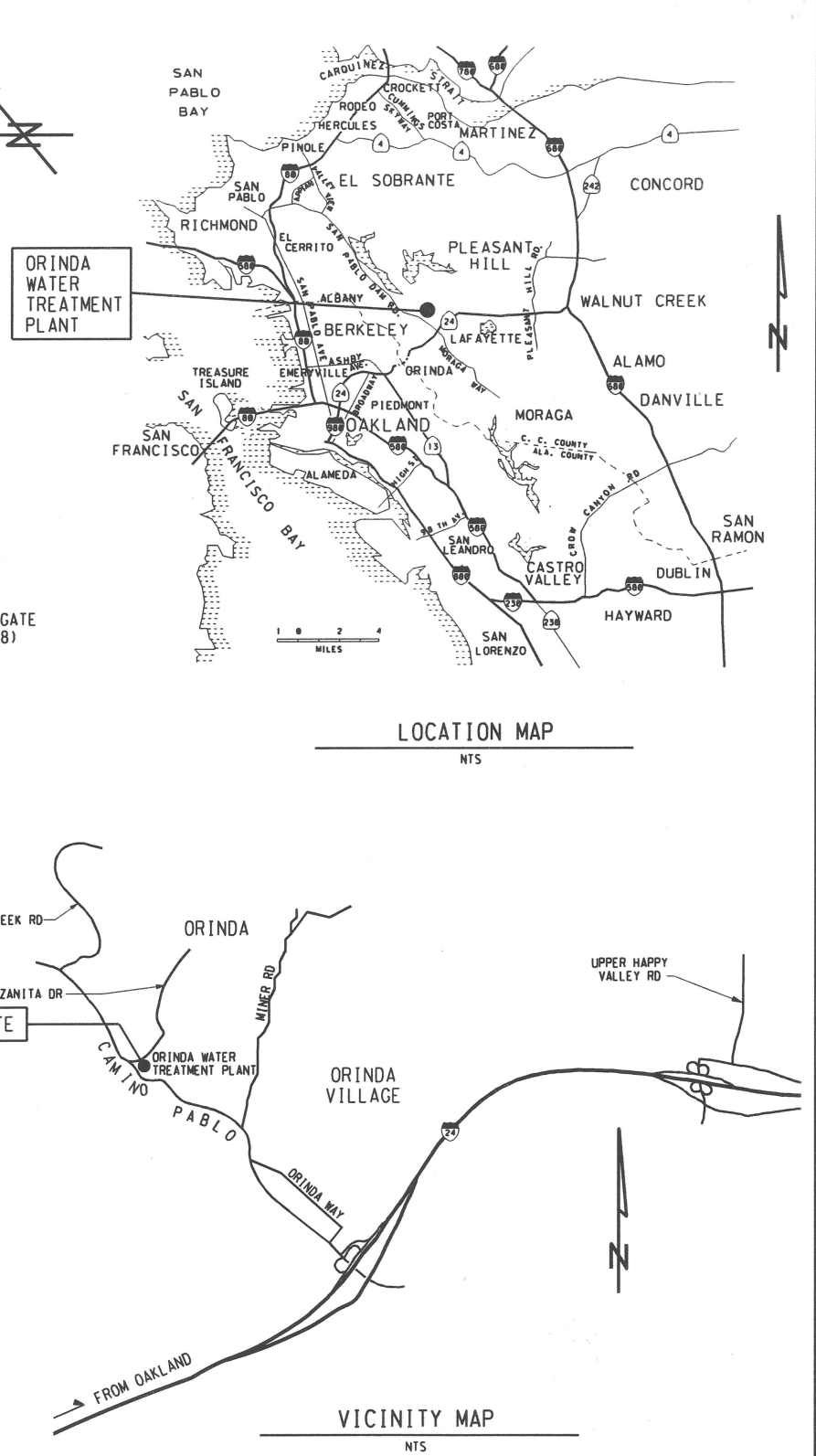


FIGURE 1

ORINDA WATER TREATMENT PLANT
1"=60'



NO.	DATE	REVISION	BY	REC.	APP.

DESIGN	DESIGNED BY	EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA				
	DESIGN CHECKED BY					
	DRAWN BY					
REVIEW		ORINDA WATER TREATMENT PLANT CONTROL SYSTEMS IMPROVEMENTS GENERAL				
RECOMMENDED		PROJ. NO.	FIGURE 1			
APPROVED		SCALE				
		DATE	STRUCT.	DISC.	NUMBER	REV.

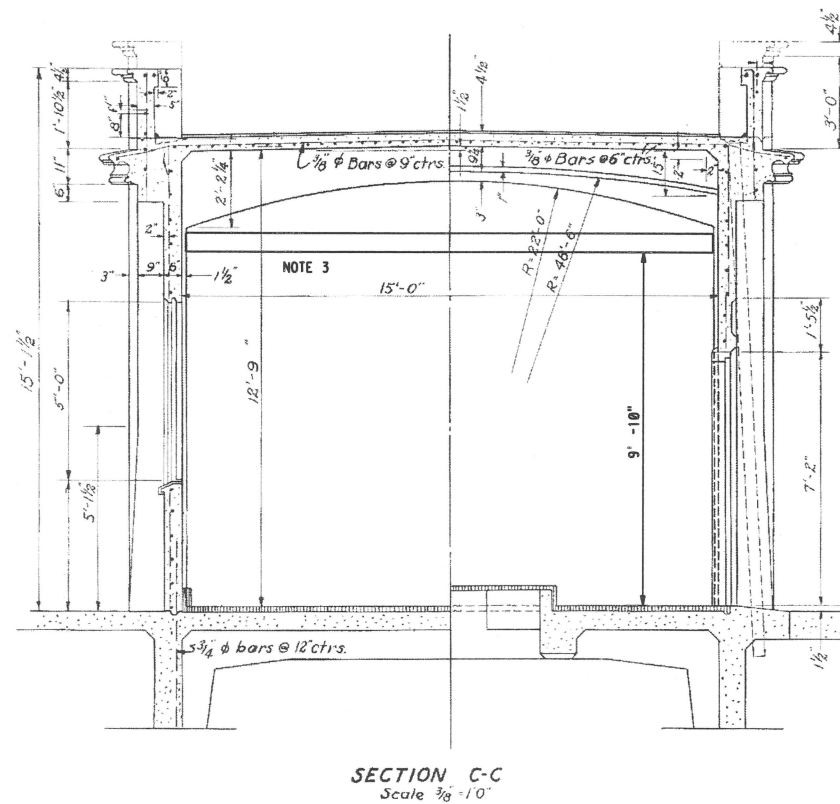


FIGURE 2

- ### NOTES
1. CABLE TRAY CROSSOVERS FROM EAST AND WEST CABLE TRAYS SHALL BE LOCATED OVER GALLERY FLOOR, AVOIDING OPEN SPACE TO LOWER LEVEL.
 2. REFER TO SPEC SECTION 26 05 36 2.1 FOR CABLE TRAY TYPE AND DIMENSIONS.
 3. INSTALL CABLE TRAY 9'-10" FROM FLOOR TO BOTTOM OF CABLE TRAY.

<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg); font-weight: bold; font-size: 2em; opacity: 0.5;">SIGNATURES NOT VALID</div>				DESIGNED BY		EAST BAY MUNICIPAL UTILITY DISTRICT			
				DESIGN CHECKED BY		OAKLAND, CALIFORNIA			
				DRAWN BY		ORINDA WATER TREATMENT PLANT			
				CHECKED BY		CONTROL SYSTEMS IMPROVEMENTS			
				REVIEWED BY		ELECTRICAL			
RECOMMENDED:		FILTER GALLERY CABLE TRAY SITE PLAN							
APPROVED:		PROJ. NO.		510.00-E-070		0			
		SCALE AS SHOWN							
		DATE		STRUCT.		DISC. NUMBER REV.			

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. The requirements of this section apply to all submittals in the Contract Documents.
2. Submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of this Specification. All submittals shall be written in Standard American English and all numerical data, whether in drawings, test reports, engineering calculations, manufacturer's literature, or maintenance manuals, shall be in United States Customary System (USCS) measuring units (foot, pound, gallons, etc). If original design work was completed in metric units, their equivalent USCS dimension and unit shall be indicated. All submittals, in printed or electronic format, shall be original quality and completely legible. Any obfuscation or loss of clarity of original which may result in ambiguous interpretation is not acceptable.
3. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - a. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - b. Substitutions.
4. Additional submittals required: See pertinent sections of this specification.

1.2 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.
- B. DVDs shall be packaged in a hard plastic case. The case and media shall be labeled as to content.
- C. Submit priority of processing when appropriate.

- D. Proposals for “or equal” substitutions made prior to bid opening, pursuant to PCC Section 3400 (see Instructions To Bidders, Article 3), shall be delivered after coordinating the delivery with the District. Contractor shall coordinate with the District’s Purchasing Division at the following telephone numbers: (510) 287-0355, (510) 287-1253, or (510) 287-2017.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Scale required:

1. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

B. Type of prints required:

1. Make all shop drawing prints in blue or black line on white background. Reproductions of District drawings are not acceptable.

C. Size of drawings required:

1. The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the District's standard sheet sizes as listed below. 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.

Sheet Sizes
Height x Width

11" x 8-1/2"

11" x 17"

22" x 34"

- D. Stamp or permanently print on each drawing “Reference EBMUD Drawing _____” and enter the pertinent drawing number.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Clearly mark the literature with the materials and options being provided to illustrate conformance with the specification details.

- C. Provide the complete part number and include the legend containing the descriptive details that define the meaning of each digit of the number.

2.3 SUBSTITUTIONS

A. Engineer's approval required:

- 1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

B. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

- 1. Where substitutions are proposed for consideration, Contractor shall submit a written request for the substitution and shall show that it is equal to the specified item. The proposed substitution shall be identified separately and included with the required submittal for the item. When submitting a variation or substitution the Contractor warrants that:
 - a. The contract has been reviewed to establish that the substitution, when incorporated, will be compatible with other elements of work.
 - b. The Contractor shall perform all necessary work for making substitutions workable and shall bear any additional cost necessary because of the proposed substitution.
- 2. Substitutions not specifically requested, although accepted through oversight, may be rejected at any stage of the work. The Contractor shall, at his own expense, reconstruct all work affected by the later rejection of a substitution that was not specifically requested.

C. Trade names and "or equal as approved by the Engineer" provision:

- 1. See Article 4.4 of the General Conditions.
- 2. See Instructions To Bidders, Article 3, for proposals for "or equal" substitutions made prior to bid opening as permitted pursuant to PCC Section 3400.

2.4 SUBMITTAL QUANTITIES

- ### A. Submit one (1) electronic copy of the scanned data and drawings in PDF (compatible with Adobe Acrobat Version 7.0). Submit scanned copy on CD +/-R, DVD +/-R or e-mail attachment.

2.10 ELECTRONIC SUBMITTALS

- A. Provide electronic submittals in PDF (compatible with Adobe Acrobat Version 7.0). All portions of the electronic submittals shall be legible and shall be in full color identical to the original material. Provide manufacturer's literature in original electronic file, if available.
- B. Provide one electronic submittal file for each submittal except as noted hereinafter. The electronic submittal file name shall use the following format: submittal number – specification section number - description (e.g.: "001.1-01 33 00-Coating of Widgets"). Providing multiple electronic files for a single submittal (except as noted hereinafter) is not acceptable. The Contractor shall merge multiple files into a single electronic file.
- C. Upon acceptance of the electronic submittal (noted as Approved, Accepted, Approved As Noted, or Acknowledged Receipt), electronically resubmit the submittal. The resubmittal shall be edited with highlighting, addressing/incorporating District review comments.
- D. All portions of the electronic submittals shall be provided with text searching capabilities whenever possible. For any document not already in electronic format, the documents shall be scanned using optical character recognition to provide text searching capability in the document.
- E. Electronic files shall be submitted to the Engineer in the following manner:
 - 1. For files 10 MB or less, one copy via email, with the subject line matching the file name.
 - 2. For files more than 10 MB but not larger than 700 MB, provide three copies on CD +/-R 700 MB CD.
 - 3. For files larger than 700MB, provide three copies on DVD +/-4.7 GB DVD.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare and use a transmittal form for submittals that includes the following information:
 - 1. *Project name and specification number
 - 2. *Date of submittal
 - 3. *To: Design Division, MS #502

East Bay Municipal Utility District
375 11th Street
Oakland, CA 94607
ATTN: Darryl Yee”

Or

If and only if, this submittal is a proposal for “or equal” substitutions made prior to bid opening pursuant to PCC Section 3400 (see Instructions To Bidders, Article 3), use the following address (envelope shall be marked: “Submittal Request for Substitution, Contract # 15-557-02”):

“To: Purchasing Division, Contract Supervisor, MS #102
East Bay Municipal Utility District
P.O. Box 24055
Oakland, CA 94623-1055

4. *"From:" Name and address of Contractor
5. Name and address of subcontractor
6. Name and address of supplier
7. Name of manufacturer
8. *Spec. Section, Article Number, Paragraph and Subparagraph Number and/or drawing number and detail references
9. Location of use
10. *Submittal number
11. *Signature and title of transmitter
12. *Original submittal or resubmittal

Note: All transmittals shall include asterisked items as a minimum to be acceptable for review.

- B. Use the "Item Number" on the Schedule of the Submittal for the corresponding submittal number. On a resubmittal, add a numerical suffix to the original submittal number. For example, 6.1 indicates the first resubmittal of submittal Number 6.
- C. Use a separate transmittal form for each specific item or class of material or equipment within a division for which a submittal is required. Transmittal of a submittal of multiple items using a single transmittal form will be permitted only when the items taken together

constitute a manufacturer's "package" or when items are so functionally related that review of the group as a whole is appropriate.

- D. If a submittal contains multiple items, then each item shall be clearly labeled throughout the submittal, or indexed in a manner eliminating confusion in identifying how each item relates to the whole. When submittal items have been assigned a "District equipment tag number" in the contract documents, each tag number shall be included throughout the submittal to clearly associate the specific submittal information to specific tag numbers.
- E. Stamp or permanently print on each submittal the following certification statement.

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into Specification Number ____, is in compliance with the Contract drawings and specifications, can be installed in the allocated spaces, and is submitted for District (record/approval).

Certified by _____ Date _____ "

3.2 COORDINATION OF SUBMITTALS

A. General:

- 1. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:
 - a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - b. Coordinate as required with all trades and with all public agencies involved.
 - c. Secure all necessary approvals from agencies having jurisdiction and signify with agency stamp, or other means, that approvals have been secured.
 - d. Clearly indicate all deviations from the Contract Documents.

B. Grouping of submittals:

- 1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the Contract Documents.

C. Resubmittals:

- 1. The Contractor shall include a Comment and Response sheet with each resubmittal. The Comment and Response sheet shall be the first item after the submittal transmittal form. The Comment and Response sheet shall include each review

comment (word for word) from the previous submittal cycle, followed by the Contractor's response clarifying how the comment has been addressed in the resubmittal. All responses shall at a minimum have a general description of what new information in the resubmittal addresses the review comment; and where in the resubmittal this new information can be located (tab number, page number, etc).

2. Resubmittals that do not comply with the requirements set forth in subparagraph C.1 will be returned to the Contractor without review. The Contractor shall resubmit with an appropriate Comment and Response sheet as specified herein.

3.3 TIMING OF SUBMITTALS

A. Article 3.3 – Timing of Submittals, is not applicable for proposals for “or equal” substitutions made prior to bid opening pursuant to PCC Section 3400 (see Instructions to Bidders, Article 3).

B. General:

1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. In scheduling, unless otherwise noted, allow at least five (5) work days for the Engineer's review, plus the transit time to and from the District office.

3.4 APPROVAL BY DISTRICT

A. Approval of each submittal by the Engineer will be general only and shall not be construed as:

1. Permitting any departures from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.

B. One copy of each submittal, except manuals and as-built drawings, will be returned to the Contractor marked "Approved", "Approved as Noted", "Revise and Resubmit", or "Acknowledged Receipt", except that in some cases, all copies of a submittal may be returned to the Contractor marked "Returned without Review". See paragraph 3.5.E. for proposals for “or equal” substitutions made prior to bid opening pursuant to PCC Section 3400 (see Instructions To Bidders, Article 3).

1. "Approved" indicates that item covered by the submittal may proceed provided it complies with requirements of the specifications. Final acceptance will depend upon that compliance.
 2. "Approved as Noted" indicates that item covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the specifications. Final acceptance will depend on that compliance.
 3. "Revise and Resubmit" indicates that the Contractor shall not proceed with any phase of the item covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations and requirements of the specifications.
 4. "Acknowledged Receipt" indicates that the item is required to be submitted to the District primarily for information or record purposes, and is not subject to District review.
 5. "Returned without Review" indicates that the submittal was not reviewed by the District due to the submittal being incomplete, illegible, inadequate, or otherwise failing to conform to the requirements of the specification. Contractor shall prepare a new submittal for this item.
- C. Resubmit revised drawings or data as indicated, in seven (7) copies unless otherwise specified.
- D. Work requiring District approval shall not begin until the submittals for that work have been returned as "Approved" or "Approved as Noted".
- E. Proposals for "or equal" substitutions made prior to bid opening pursuant to PCC Section 3400 (see Instructions To Bidders, Article 3) will be evaluated by the District, and if accepted, bidders will be notified by addenda.

3.5 CHANGES TO APPROVED SUBMITTALS

- A. A resubmittal is required for any proposed change to a submittal that has been "Approved" or "Approved as Noted". Changes which require resubmittal include, but are not limited to, drawing revisions, changes in materials and equipment, changes to installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

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 site located at the District's critical facility, Orinda Water Treatment Plant.
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 daily sign-in log to the Engineer identifying all personnel on the job for that workday. Logs shall be provided to the Engineer at the end of each workday. Log shall include: individuals' full name, company and company phone number.
- B. Provide a legible photo copy of the personnel's current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States for all personnel working on site whether or not they have been issued a District photo identification badge. Provide these copies no later than the first day the personnel report to the work site. These copies shall be retained by the Engineer for the duration of the project and will be returned to the contractor or shredded, at Contractor's discretion, once the project is completed and all materials between District and Contractor are closed out.
- C. Submit to the Engineer the key control plan per Article 1.5 B.
- D. Submit individual District photo identification badge application forms for all personnel who will work at the site and require badges per Article 1.3.B. Along with each application form, provide the 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.

- E. Submit name of individual(s) designated as the site security monitor(s), and that individual's cell phone contact number.
- F. Submit to the Engineer acknowledgement of Contractor Deliveries requirements prior to allowing deliveries to the site.
- G. Submit executed Photo Confidentiality Agreement prior to project mobilization.
- H. Submit to the Engineer security fencing and security camera pole specification per Article 1.5.E.
- I. Submit to the Engineer a Security Response Plan as identified per Article 1.6.

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 of 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. 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.
- D. Lost or missing badges shall be reported immediately to the 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.
- E. 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.

- F. All project specific Photo ID Badges shall be surrendered to the District no later than at the completion of the contract.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.

1.4 BACKGROUND CHECKS

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

1.5 SITE ACCESS CONTROL

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

1.6 DAILY SITE ACCESS PATH

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

1.7 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles and packages shall be subject to search by District designated security personnel or the 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 Orinda WTP or other offsite point established by Contractor.
- B. All deliveries shall be made during normal work hours as defined in Exhibit C, General Conditions, Section 1.11.
- 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 Orinda WTP 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/may not 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 Orinda WTP 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

SECTION 01 43 11

SEISMIC REQUIREMENTS

1.1 GENERAL

- A. All products to be furnished under this contract shall be designed, constructed, and installed in conformance with the seismic requirements contained in the 2013 edition of the California Building Code (CBC) as modified below.
- B. Reference Standards:
 - 1. ASCE 7 - 2010, American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures.

1.2 STRUCTURAL INTEGRITY AND ANCHORAGE

- A. Architectural elements, mechanical and electrical components, equipment housings and their attachments, supporting structures, and anchorages shall comply with the requirements of Section 13 of ASCE 7-10, using the following values:

$$S_{DS} = 1.22$$

$$I_p = 1.50$$

1.3 PROOF OF COMPLIANCE

- A. Structural integrity and anchorage.
 - 1. Structural integrity and anchorage shall be certified by an approved calculation that demonstrates the adequacy of the anchorage system for seismic forces. This calculation may be based on principles of structural analysis and engineering mechanics, or based on similarity to approved shake table tests.
 - 2. Contractor shall submit for review and approval test data or calculations certified by a Civil or Structural Engineer registered in the State of California to show compliance with the above requirements.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Division 26, Electrical covers the work necessary for the complete electrical system. Furnish materials, labor, and equipment in accordance with these Specifications and the accompanying Drawings.
2. The requirements of Division 26, Electrical in their entirety apply to all electrical work and equipment furnished on this project whether furnished or specified under this or other divisions of these Specifications.
3. See Division 1, General Requirements, which contain information and requirements that apply to the work specified herein and are mandatory for this project.
4. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, and replacement.

1.2 DEFINITIONS (APPLICABLE TO SPECIFICATIONS AND DRAWINGS)

Certified:	Confirmed to be accurate, or as represented, or as meeting standards.
Concealed:	Inside building above grade and located within walls, furred spaces, crawl spaces, attics, above suspended ceiling, etc. In general, any item not visible or directly accessible.
Connect:	Complete hookup of item with required services, including conduits, wires, and other accessories.
Exposed:	Either visible or subject to mechanical or weather damage, indoor or outdoor, include areas such as mechanical and storage rooms. In general any item that is directly accessible without removing walls, panels, ceilings or other parts of structure.
Furnish:	Supply and deliver complete.
Install:	Place, secure and connect as required to make fully operational.
Provide:	Furnish and install as defined above: perform work.

Use (verb): Furnish and install as defined above.

Wiring: Electrical conduit, raceway, conductors and connections.

1.3 SYSTEM DESCRIPTION

A. The Contractor shall be responsible for:

1. Complete systems functionally in accordance with the intent of these Contract Documents.
2. Coordinating the details of equipment layouts and construction for all Specification Divisions which affect the work covered under Division 26, Electrical.
3. Furnishing and installing all incidental items not actually shown or specified, but which are required by good practice to provide complete functional systems.

B. Intent of Drawings

1. The Contract drawings indicate the extent, general location, and arrangement of equipment. Duct bank and conduit runs are diagrammatic and may not show the exact locations for installation.
2. In general, where the background on Drawings has been screened, the area screened is work other than electrical, unless otherwise noted. Work under Division 26 is shown heavier for contrast.
3. Standard details are typical for all locations which apply regardless of whether a callout is shown on the plan or not.

1.4 SUBMITTALS

A. General:

1. Provide manufacturers' descriptive information and shop drawings for all equipment, material, and devices furnished under Division 26, Electrical including certified outline and arrangement drawings, in accordance with Section 01 33 00, Submittals and this section.
2. Submittal shop drawing formats:
 - a. Shop drawings shall be submitted in accordance with Section 01 33 00.

B. Submit certified shop drawings and diagrams as follows:

1. Layouts indicating conformity with space requirements.

2. Assembly drawings in sufficient detail to identify every part of the specified equipment including bills of material.
3. General dimension, outline, and panel, cubicle, and structure layout drawings showing the principal dimensions of the equipment, the location of all devices therein, and the size of electrical conduits and connections.
4. Installation drawings for all electrical work showing cable tray layout, cable tray sizes, and details accurately dimensioned.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: The components covered by these Specifications shall be designed, tested, assembled, and installed in accordance with the minimum requirements of the latest published standards of the California Electric Code (CEC), National Electrical Safety Code (NESC), Underwriters Laboratory (UL), American National Standard Institute (ANSI), Institute of Electrical and Electronic Engineers, Inc. (IEEE), and the National Electrical Manufacturers Association (NEMA).

PART 2 - PRODUCTS

2.1 GENERAL

- A. Unless otherwise indicated, provide all first-quality, new materials and equipment, free from any defects, in first-class condition, and suitable for the space provided. Provide UL listed materials and equipment wherever standards have been established by that agency.
- B. Where two or more units of the same class of material or equipment are required, provide products of a single manufacturer.

2.2 STANDARD PRODUCTS

- A. Unless otherwise indicated, provide materials and equipment which are the standard products of manufacturers regularly engaged in the production of such materials and equipment. Provide the manufacturers' latest standard design that conforms to these Specifications.

2.3 ENVIRONMENTAL

- A. Provide materials and equipment suitable for installation and operation under rated conditions at 200 feet above sea level and with maximum ambient temperature of 104°F (40°C).

2.4 FASTENERS

- A. Fasteners for securing equipment to walls and floors shall be either hot-dip galvanized after fabrication or stainless steel.

PART 3 - EXECUTION

3.1 GENERAL

- A. Unless specified otherwise, electrical equipment and anchoring systems shall be designed to withstand seismic forces as specified in Section 01 43 11.
- B. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance. Carry out work in accordance with NECA Standard of Installation unless otherwise specified.
- C. Coordinate electrical work with the Engineer and work of other trades to avoid conflicts, errors, delays, and unnecessary interference with operation of the plant during construction.
- D. Check the approximate locations of light fixtures, electrical outlets, equipment, and other electrical system components shown on Drawings for conflicts with openings, structural members, and components of other systems and equipment having fixed locations. In the event of conflicts, notify the Engineer in writing. The Engineer's decision shall govern. Make modifications and changes required to correct conflicts.

3.2 PROTECTION DURING CONSTRUCTION

- A. Throughout this Contract, provide protection for materials and equipment against loss or damage in accordance with provisions elsewhere in these Contract Documents. Throughout this Contract, follow manufacturers' recommendations for storage. Protect everything from the effects of weather. Prior to installation, store items in clean, dry, indoor locations to prevent condensation. Energize all space heaters furnished with equipment or provide temporary heating, sufficient to prevent condensation, in transformers, switchgear, motors, motor control centers, and motor starters which do not have space heaters.
- B. Following installation, protect materials and equipment from corrosion, physical damage, and the effects of moisture on insulation. When equipment intended for indoor installation is installed at the Contractor's convenience in areas where it is subject to dampness, moisture, dirt, or other adverse atmosphere until completion of construction, ensure that adequate protection from these atmospheres is provided that is acceptable to the Engineer. Cap conduit runs during construction with manufactured seals. Keep openings in boxes or equipment closed during construction. Energize all space heaters furnished with equipment.

3.3 MATERIAL AND EQUIPMENT INSTALLATION

- A. Follow manufacturers' installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between the manufacturers' instructions, codes and regulations, and these Contract Documents, follow Engineer's decision. Keep copy of manufacturers' installation instructions on the jobsite available for review at all times.

3.4 CUTTING AND PATCHING

- A. Lay out work carefully in advance. Do not cut, drill, or notch any structural member or building surface without specific approval of Engineer. Carefully carry out any cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, paving, or other surfaces required for the installation, support, or anchorage of conduit, raceways, or other electrical materials and equipment. Following such work, restore surfaces neatly to original condition. Use only skilled craftsmen of the trades.

3.5 CLEANING AND TOUCHUP PAINTING

- A. Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove all materials, scraps, and debris from premises and from interior and exterior of all devices and equipment. Touch up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency, and type of surface of the original finish. If extensive damage is done to equipment paint surfaces, refinish the entire equipment in a manner that provides a finish equal to or better than the factory finish, that meets the requirements of the Specifications, and that is acceptable to the Engineer.

3.6 INSPECTION

- A. Allow materials, equipment, and workmanship to be inspected at any time by the Engineer and District or their representatives. Correct work, materials, or equipment not in accordance with these Contract Documents or found to be deficient or defective in a manner satisfactory to the Engineer.

3.7 STANDARDS, CODES, PERMITS, AND REGULATIONS

- A. Perform work; furnish, install, and test materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following:
 - 1. Local Laws and Ordinances.
 - 2. State and Federal Laws.
 - 3. State Fire Marshal.

4. Underwriters' Laboratories (UL).
 5. National Electrical Safety Code (NESC).
 6. American National Standards Institute (ANSI).
 7. National Electrical Manufacturer's Association (NEMA).
 8. National Electrical Contractor's Association (NECA) Standard of Installation.
 9. Institute of Electrical and Electronics Engineers (IEEE).
 10. Insulated Cable Engineers Association (ICEA).
 11. Occupational Safety and Health Act (OSHA).
 12. National Electrical Testing Association (NETA).
 13. American Society for Testing and Materials (ASTM).
 14. California Electrical Code (CEC).
- B. Conflicts, if any, that may exist between the above items will be resolved at the discretion of the Engineer.
- C. Wherever the requirements of the Specifications or Drawings exceed those of the above items, the requirements of the Specifications or Drawings govern. Code compliance is mandatory. Construe nothing in the Contract Documents as permitting work not in compliance with these codes.
- D. Obtain all permits and pay all fees required by any governmental agency or utility having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the Engineer that the work is acceptable to the regulatory authorities having jurisdiction.

3.8 TEMPORARY ELECTRIC POWER

- A. The Contractor shall provide temporary lighting for all trades within the buildings. The average lighting level (footcandle) shall meet OSHA and CAL-OSHA requirements.

END OF SECTION

SECTION 26 05 36

CABLE TRAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Section Includes

1. Provide complete cable tray systems, with all accessories, fittings, supports in accordance with the most current revision of the codes and standards specified in the "REFERENCES" article.
2. Applications
 - a. Ladder-type cable tray for electrical power and instrument cables.

B. Related sections

1. Section 01 33 00 – Submittal Procedures.
2. Section 01 43 11 – Seismic Requirements.
3. Section 26 05 00 – Common Work Results for Electrical.

1.2 QUALITY ASSURANCE

A. Seismic design requirements

1. Contractor shall design all supports and anchorage in accordance with the seismic criteria of Section 01 43 11.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. A 123 – Specification for Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strip.
2. A 510 – Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel.
3. B 633 – Specification for Electrodeposited Coatings of Zinc on Iron and Steel.

B. National Electrical Manufacturers Association (NEMA)

1. VE 1 – Metallic Cable Tray Systems.
2. VE 2 – Metal Cable Tray Installation Guidelines.

1.4 SUBMITTALS

- A. In addition to the requirements of Section 01 33 00, provide submittals for approval as outlined below:
 1. Product data.
 2. Warranty.
 3. Bill of materials.
 4. Technical Information:
 - a. Tray type(s).
 - b. Material specifications.
 - c. NEMA load/span class designation.
 - d. Section modulus.
 - e. Moment of inertia.
 5. Dimensions:
 - a. Section width.
 - b. Overall height.
 - c. Loading depth.
 - d. Curve radii.
 6. Weight of cable tray sections and fittings.
 7. Complete dimensioned layout drawings of entire cable tray system, including all straight sections, fittings (tees, elbows, etc.) and accessories.
 8. Equipment seismic qualifications, seismic calculations, anchorage details, and support system mounting details as specified in this Section and Section 01 43 11.
 9. Calculations
 - a. Tray sizing based on cable fill.

- b. Tray selection based on load and deflection calculations.
- 10. Complete installation and field assembly instruction manuals.
- 11. Field acceptance testing reports.

PART 2 - PRODUCTS

2.1 LADDER-TYPE CABLE TRAY

A. Materials

- 1. NEMA Class 20C loading.
- 2. Extruded 6063 aluminum alloy side rails and rungs with side rails welded to rungs.

B. Dimensions

- 1. Inside usable width: 18 inches. Split in two sections, with each section being 8.5 inches wide.
- 2. Inside usable loading depth: 5.5 inches.
- 3. Ladder rung spacing: 9 inches.
- 4. Length: As shown on Drawing 510.00-E-070.

C. Components

- 1. All surfaces shall be smooth, and free from burrs or sharp edges.
- 2. Cable tray sizing
 - a. Cable tray shall be capable of supporting the following weights without exceeding the NEMA load/span class or manufacturer's recommendations based on 150 percent factor of safety, and without deflection exceeding 1/200th of the support span. Calculations for capacity and deflection shall be based on tray supported as a simple beam.
 - 1) All cables to be installed in the tray as part of this project (estimated at 40 pounds/foot), plus
 - 2) Future expansion of 60- pounds/foot, for a total future design capacity of 100 pounds/foot.
 - 3) All other items to be suspended from tray, as shown on the drawings.

- 4) 200 pound concentrated load in center of span, computed in accordance with NEMA VE-1.

D. Accessories

1. Elbows, tees and crossings
 - a. Of the same materials and construction as the tray.
 - b. Wide radius, not to be less than twice the bending radius for the largest cable to be installed.
2. Connectors
 - a. Connectors shall be of the same manufacturer and material as the tray.
 - b. Straight connectors shall be of a type that provides ground continuity across the joint.
3. Dividers
 - a. Dividers shall be manufactured by the cable tray manufacturer, of the same materials as the tray.
4. Mounting hardware
 - a. Type 316 stainless steel.

2.2 WARNING SIGNS

- A. Provide a permanent warning label on all straight sections and fittings with the following wording: **WARNING! DO NOT USE CABLE TRAY AS A WALKWAY, LADDER OR SUPPORT. USE ONLY AS A MECHANICAL SUPPORT FOR CABLES AND TUBING.**

2.4 ACCEPTABLE MANUFACTURERS:

- A. B-Line Systems.
- B. Tyco (T. J. Cope).
- C. Or equal as approved by the Engineer.

PART 3 - EXECUTION

3.1 FACTORY QUALITY CONTROL

- A. Verify all dimensions and routing prior to ordering cable tray.

1. Coordinate with Contractor, all Subcontractors and Suppliers to determine structural dimensions, equipment dimensions, and to avoid all potential conflicts with other systems.

3.2 INSTALLATION

- A. Install in accordance with all manufacturer's instructions and recommendations.
- B. Grounding: In addition to the requirements of Section 26 05 25, provide the following:
 1. Bond metallic cable tray to the facility ground ring or to building ground test stations (GTS).
 2. Ground bonding jumpers
 - a. On metallic tray, provide manufacturer-approved ground bonding jumpers on each side rail to maintain ground continuity across all:
 - 1) Expansion joints
 - 2) Discontinuities
 - 3) Other connections that do not provide ground path continuity.
 3. Use only plated lugs specifically designated for ground cable and tray materials.
 4. The cable tray shall not be used as an equipment grounding conductor.
 5. Bare copper ground cables shall not be placed in direct contact with metallic cable trays.
 - a. All ground conductors installed in or attached to the cable tray shall be insulated.
- C. Expansion Fittings
 1. Install at intervals as recommended by the manufacturer to accommodate thermal expansion.
 2. Install as shown on the drawings, or where cable tray crosses building expansion joints.
- D. Cable Tray Support
 1. Support cable tray in accordance with the manufacturer's instructions.
 2. Support cable tray at the intervals required by the manufacturer.

3. Length of individual tray sections shall be longer than the support span.
 4. Where possible, offset joints in tray at least 25 percent of the span from each support.
 5. Provide additional supports where obviously required or as directed.
 6. Rigidly anchor cable tray to one support per rigid straight run.
 - a. At elbows, tees or crossings.
 - b. Midway between expansion fittings or ends of tray.
 - c. Anchor to other supports with clamps that allow longitudinal motion to accommodate thermal expansion.
 7. Fittings and supports are not shown on the drawings. The Contractor shall provide all fittings and supports required to suit the conditions.
- E. Provide insulated bushings where cables drop out of trough-type tray.
- F. Provide curved drop-outs of the same material as the tray system where large cables drop out of ladder-type tray to prevent the bending radius from being less than the cable manufacturer's recommendations.
- G. Other equipment supported from tray
1. Use approved mounting accessories.
 2. Support junction boxes and conduit systems for continuation of tray cables from cable tray.
 - a. Provide insulated bushings.
 - b. Provide conduit seals in exterior locations and where shown on the drawings.
 3. Do not support other conduits or equipment from cable tray unless specifically shown on the drawings.

3.3 FIELD QUALITY CONTROL

- A. Inspect entire cable tray system for secure anchoring, smooth joints, and proper location and orientation.

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 _____

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: _____



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.



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 Submit a separate P-25 form for each subcontractor/trucker/supplier doing work for \$70,000 or more.		
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"/> INDIVIDUAL	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)														Total A-N	
	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		
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 firm's total permanent workforce is located in one county or parish, please identify:

PRINT NAME

TITLE

TELEPHONE NUMBER

SECTION C

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

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

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

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

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

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

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

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

EXECUTED IN _____

CITY, COUNTY, STATE

ON _____

DATE

BY _____

PRINT NAME

TITLE

SIGNATURE

PHONE NUMBER

P-025 SUPPLEMENT

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

CA STATISTICAL AREAS	WM%	WW%	EM%	CA STATISTICAL AREAS	WM%	WW%	EM%
BAKERSFIELD	29.7%	24.6%	45.7%	SAN JOSE	26.9%	21.0%	52.1%
FRESNO	25.1%	21.6%	53.3%	SAN LUIS OBISPO-ATASCADERO-PASA ROBLES	42.3%	36.6%	21.1%
LOS ANGELES-LONG BEACH	20.2%	16.4%	63.5%	SANTA BARBARA-SANTA MARIA-LOMPOC	31.8%	28.6%	39.6%
MERCED	24.9%	21.1%	54.0%	SANTA CRUZ-WATSONVILLE	37.5%	32.1%	30.4%
MODESTO	33.0%	28.4%	38.6%	SANTA ROSA	39.8%	36.9%	23.4%
OAKLAND	28.0%	24.2%	47.8%	STOCKTON-LODI	28.1%	24.5%	47.4%
REDDING	46.6%	41.5%	11.9%	VALLEJO-FAIRFIELD-NAPA	30.2%	26.8%	42.9%
RIVERSIDE-SAN BERNADINO	28.2%	23.4%	48.3%	VENTURA	33.3%	27.6%	39.1%
SACRAMENTO	36.1%	32.3%	31.6%	YUBA CITY	34.9%	31.0%	34.1%
SAN DIEGO	32.4%	27.5%	40.2%				
SAN FRANCISCO	30.8%	25.1%	44.0%				

CA COUNTIES	WM%	WW%	EM%	CA COUNTIES	WM%	WW%	EM%
9 BAY AREA COUNTIES*	32.3%	27.8%	39.9%	SAN BERNARDINO	26.5%	22.3%	51.1%
ALAMEDA/CONTRA COSTA	28.9%	24.9%	46.2%	SAN DIEGO	32.4%	27.5%	40.2%
ALAMEDA	24.5%	21.6%	53.9%	SAN FRANCISCO	29.2%	22.5%	48.3%
CONTRA COSTA	33.3%	28.2%	38.5%	SAN JOAQUIN	28.1%	24.5%	47.4%
EL DORADO	46.7%	39.4%	13.9%	SAN LUIS OBISBO	42.3%	36.6%	21.1%
FRESNO	24.7%	21.4%	54.0%	SAN MATEO	28.6%	23.6%	47.9%
LOS ANGELES	20.2%	16.4%	63.5%	SANTA CLARA	26.9%	21.0%	52.1%
MARIN	42.8%	38.4%	18.8%	SANTA CRUZ	37.5%	32.1%	30.4%
MENDOCINO	40.4%	37.0%	22.6%	SHASTA	46.6%	41.5%	11.9%
MERCED	24.9%	21.1%	54.0%	SOLANO	27.8%	24.6%	47.6%
MONTEREY	23.8%	21.3%	54.9%	SONOMA	39.8%	36.9%	23.4%
NAPA	37.6%	33.6%	28.8%	STANISLAUS	33.0%	28.4%	28.6%
ORANGE	30.9%	25.5%	43.6%	YOLO	31.7%	29.8%	38.5%
RIVERSIDE	30.1%	24.7%	45.3%	YUBA	36.7%	34.0%	29.4%
SACRAMENTO	32.7%	30.0%	37.3%				

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

STATES	WM%	WW%	EM%	STATES	WM%	WW%	EM%
ALABAMA	40.8%	33.2%	26.0%	MONTANA	49.1%	42.5%	8.4%
ALASKA	40.2%	33.1%	26.7%	NEBRASKA	47.1%	42.7%	10.2%
ARIZONA	37.0%	31.7%	31.3%	NEVADA	37.8%	31.3%	30.9%
ARKANSAS	44.0%	37.5%	18.5%	NEW HAMPSHIRE	50.6%	45.0%	4.4%
CALIFORNIA	28.0%	23.6%	48.4%	NEW JERSEY	36.7%	31.5%	31.7%
COLORADO	42.2%	36.2%	21.6%	NEW MEXICO	26.6%	23.1%	50.3%
CONNECTICUT	42.4%	37.8%	19.8%	NEW YORK	35.0%	30.9%	34.1%
DELEWARE	39.3%	35.5%	25.3%	NORTH CAROLINA	39.1%	34.0%	26.9%
DISTRICT OF COLUMBIA	19.2%	18.0%	62.8%	NORTH DAKOTA	49.6%	44.4%	6.0%
FLORIDA	35.7%	30.9%	33.4%	OHIO	46.1%	40.2%	13.7%
GEORGIA	35.9%	30.0%	34.2%	OKLAHOMA	41.7%	35.4%	22.9%
HAWAII	13.1%	11.1%	75.8%	OREGON	45.5%	39.5%	15.0%
IDAHO	48.6%	40.8%	10.5%	PENNSYLVANIA	46.4%	40.2%	13.4%
ILLINOIS	38.6%	33.6%	27.8%	RHODE ISLAND	44.1%	41.4%	14.5%
INDIANA	47.1%	40.6%	12.3%	SOUTH CAROLINA	37.6%	32.4%	30.0%
IOWA	49.2%	44.8%	6.0%	SOUTH DAKOTA	48.0%	43.6%	8.4%
KANSAS	45.6%	40.1%	14.3%	TENNESSEE	44.1%	37.1%	18.8%
KENTUCKY	48.4%	41.9%	9.7%	TEXAS	31.5%	26.1%	42.4%
LOUISIANA	37.3%	30.0%	32.7%	UTAH	47.7%	39.1%	13.2%
MAINE	50.6%	46.5%	2.9%	VERMONT	50.4%	46.3%	3.3%
MARYLAND	34.0%	30.2%	35.8%	VIRGINIA	38.6%	34.0%	27.3%
MASSACHUSETTS	44.0%	40.6%	15.3%	WASHINGTON	43.6%	37.6%	18.8%
MICHIGAN	44.1%	37.5%	18.4%	WEST VIRGINIA	51.9%	43.3%	4.9%
MINNESOTA	47.6%	43.1%	9.3%	WISCONSIN	47.5%	42.8%	9.6%
MISSISSIPPI	36.1%	29.6%	34.3%	WYOMING	49.0%	41.4%	9.6%
MISSOURI	45.6%	40.3%	14.1%				

TOTAL USA 39.0% 33.7% 27.2%

WM = White Men, **WW** = White Women, **EM** = Ethnic Minority.

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



DATE _____

FAITHFUL PERFORMANCE BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

Sample Only

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

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

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

Contractor

By _____

Sample Only

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

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

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

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

*If corporation, Corporate President or CEO; if Partnership, Partner.

**Corporate Secretary or financial officer.



DATE _____

PAYMENT BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

Sample Only

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 hereinunder 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.

Sample Only _____ 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. _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Engineering and Construction
Street Address: 375 11th Street, MS# 62
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
Insured: _____
Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

SPEC 20xx - PROJECT NAME (ALL CAP)

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. All Workers' Compensation coverage maintained or procured must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY:**POLICY NUMBER:**

Sample Only

**POLICY
TERM:**

From: _____

To: _____

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 and the Insured.

Signed: _____

Authorized Signature of Broker, Agent, or Underwriter

Date: _____

Firm: _____

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 condition of any contract or other document with respect to which this certificate or verification of 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: Engineering and Construction
Street Address: 375 11th Street, MS# 62
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

SPEC 20xx - PROJECT NAME (ALL CAP) _____

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 contract. 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/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 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 _____

"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 condition of any contract or other document with respect to which this certificate or verification of 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 POLLUTION LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Engineering and Construction
Street Address: 375 11th Street, MS# 62
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
Insured: _____
Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

SPEC 20xx - PROJECT NAME (ALL CAP) _____

TYPE OF INSURANCE: Pollution Liability (Claims Made Basis with a 3-year Tail)

MINIMUM LIMITS OF LIABILITY: \$3,000,000 each claim and in the aggregate.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

POLICY TAIL: From: _____ To: _____

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 and the Insured.

Signed: _____
Authorized Signature of Broker, Agent, or Underwriter

Date: _____ Firm: _____

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 condition of any contract or other document with respect to which this certificate or verification of 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 BUILDER'S RISK INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: Engineering and ConstructionStreet Address: 375 11th Street, MS# 62Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

SPEC 20xx - PROJECT NAME (ALL CAP) _____

TYPE OF INSURANCE: Builder's Risk Insurance per EBMUD Contract Specification**MINIMUM LIMITS OF LIABILITY:** 100% of the replacement value of the work in the project described above.**INSURANCE COMPANY:** _____**POLICY NUMBER:** _____**POLICY TERM:**

From: _____

To: _____

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: _____

Authorized Signature of Broker, Agent, or Underwriter

Date: _____

Firm: _____

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 condition of any contract or other document with respect to which this certificate or verification of 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."

CONTRACT CONDITIONS FOR CONSTRUCTION CONTRACTS

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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 Engineering 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.
- C. Contract shall be completed within 90 calendar days after the Notice to Proceed issued by the Engineer.

1.04 LIQUIDATED DAMAGES

- A. The deductions for liquidated damages shall be \$150/day from date of required contract completion until actual contract completion date.
- A. Should the Contractor fail to complete all or any portion of the Work within the specified time thereof or within such extra time as may be allowed for delays by formal extensions granted by the District, deductions will be made from the Contractor's earnings for the time that the Work remains incomplete beyond the

specified completion time. Liquidated damages will be apportioned such that the Contractor will be responsible for all delays not otherwise properly subject to time extensions. The deduction for liquidated damages for contract completion will start 10 calendar days after the facility is actually ready for service or 60 calendar days after Notice to Proceed, whichever is later.

- B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. It being impracticable or extremely difficult to fix the actual amount of damage, the parties agree that the amounts set forth in this contract are hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under the contract. Should the amount of the damages exceed the amount due the Contractor, the Contractor and its sureties shall be liable for the excess.

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 NOT USED

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.

1.11 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 8:00 a.m. to 6:00 p.m. Monday through Friday.
- B. 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.
- C. 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, Orinda Water Treatment Plant, 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 15th 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.

If a monthly progress payment or payment for force account work on a change order is made, from the amount of the progress payment, five percent (5%) thereof will be deducted as retention by the District for performance security. The amount of all payments previously made to the Contractor and any amounts due the District from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder.

All material and work covered by progress payments thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the District's right to require fulfillment of all of the contract terms.

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.

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 of 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. The Contractor 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, claims, costs, suits, damages, including attorneys' fees, arising out of Contractor's operation or performance under this Contract, except where such damages arise from the sole negligence or willful misconduct of the District, its agents, servants or other independent contractors directly responsible to the District for defects in designs furnished.

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 amount of insurance for all policies shall be not less than \$2,000,000.
- 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. The policy(ies) shall not be canceled nor the above coverages/endorsements reduced without 30 days written notice to the District.

3.05 POLLUTION LIABILITY INSURANCE

- A. The Contractor shall procure and maintain for the duration of the contract, Pollution Liability Insurance that provide protection from claims related to the release or threatened release of pollutants into the environment arising out of or resulting from Contractor's performance under this contract. The Contractor shall require its subcontractor(s) to provide it with a copy of proof of the same pollution liability insurance coverages.
- B. Pollution Liability coverage shall not be less than \$2,000,000 (claims made basis with 3 year tail coverage).

3.06 BUILDERS RISK INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Contract, (in the name of the Contractor and the District), "All Risk" (excluding Earthquake and Flood) Builders Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms and equipment not owned or rented by the Contractor, the Cost of which is not included in the cost of the work.
- B. Exclusions: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workmen.
- C. In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the District, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed.
- D. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

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 Contractor shall limit the location of its storage of equipment and materials to the staging areas shown in Figure 1 that shows the project location and the Contractor staging area at Orinda WTP for the duration of the project.

4.02 NOT USED

4.03 PROJECT SECURITY

See Exhibit B, Section 01 35 53 - Security Procedures

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.