



CITY OF
HAYWARD
HEART OF THE BAY

BID # 1702-090216
2016 Final Clarifier #1
Tow-Bro (suction manifold)
Restoration
at
Water Pollution Control Facility

Bids must be received no later than:

Tuesday, September 27, 2016 @ 3:30 pm

Deliver bids to the office of
Purchasing Manager
City of Hayward
777 B Street, 3rd Floor
Hayward, CA 94541

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To be completed and returned along with the bid form:

- Contractor's License
- Bidder's Reference and Statement of Experience
- Designation of Subcontractors
- Acknowledgement of Addenda
- Signature Affidavit for Non-Collusion
- Contractor's Certificate Regarding Worker's Compensation
- Non Discriminatory Employment Provision
- Non-Nuclear Affirmation

Attachments:

- Contract Bonds (Performance, Labor and Material)
- General Provisions for Purchase of Work and Services
- Exhibit – A Worksite Images/Figures

NOTE: The Table of Contents is to be made a part of the above referenced bid.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

No bid proposals shall receive consideration by the City of Hayward for **Bid# 1702-090216** unless made in accordance with the following instructions:

It is the responsibility of the bidder to assure that the bid is received at the City of Hayward prior to the bid-opening deadline date and time. Bids received beyond the bid-opening deadline will not be accepted and will be returned unopened. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms and conditions contained in this Invitation to Bid.

All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid must appear on the bid form as indicated.

Erasures are NOT acceptable. Changes must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative. Use of correction fluid or tape is not acceptable.

Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.

All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the Bid Form.

Alternate or incomplete bids will NOT be accepted.

City of Hayward, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.

If no terms discount is to be offered, the terms portion of the bid form shall state "NET".

Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.

Telephone or facsimile bids will NOT be accepted.

By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the City of Hayward's standard terms and conditions.

DEADLINE FOR RECEIPT OF PROPOSALS

Bid proposals must be sealed and filed at the office of the Purchasing Manager located at 777 B Street, Hayward, CA 94541 no later than **Tuesday, September 27, 2016 at 3:30 p.m.** It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

BIDDERS CONFERENCE

The City has scheduled a mandatory pre-bid walk-through on **Tuesday, September 20, 2016 at 10:00 a.m.** at the WPCF Building 3700 Enterprise Ave., Hayward (510) 293-5395 or (510) 293-5212. Failure to attend the mandatory bidder's conference will disqualify potential bidders.

CONTACT

Any administrative questions regarding bidding procedures should be directed to the Purchasing Manager, Maria Carrillo at (510) 583-4802; email: Maria.Carrillo@hayward-ca.gov .

Questions relating to the project shall be directed to Ray Busch, WPCF Manager at (510) 2935212; email: Ray.Busch@hayward-ca.gov .

CLARIFICATION DEADLINE

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing to the office of the Purchasing Manager, Maria Carrillo at email: Maria.Carrillo@hayward-ca.gov , no later than **Thursday, September 22, 2016 @ 2:00 pm.** **Please note the RFQ number and title in the subject line.**

MODIFICATIONS

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

WITHDRAWAL OF BID PROPOSALS

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et. seq.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the City and not noted as being received by the bidder, the Proposal may be rejected.

AWARD OF CONTRACT

The City reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require and to be the sole judge of the equipment offered.

Bids will be evaluated on basis of price and compliance to the specifications. The City reserves the right to consider quality, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the City of Hayward.

The City of Hayward reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.

A written purchase order mailed or Notice to Proceed will be furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

Award of this bid does not imply exclusive agreement with the City of Hayward

BONDS

The successful bidder, simultaneously with the execution of the agreement, shall furnish a payment bond in the amount of 100% of the contract price and a faithful performance bond in the amount of 100% of the contract price. Bonds secured from a surety company issued by corporation duly and legally licensed to transact business in the State of California and approved by the City.

Bid bond is not required for this project.

BID PROTEST

Should any bidder question or protest the award of the contract must submit such question or protest in writing to the Purchasing Manager no later than five days following the date of the bid opening. Such submittal must fully explain the basis of the objection supported by all relevant

information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Questions or protests not furnished in writing as prescribed will not be accepted.

REJECTION OF BIDS

The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid. The City of Hayward reserves the right to reject any and all bids, or to waive any informality or non-substantial irregularity in any bid.

All proposals submitted in response to this RFQ become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel, in part or in its entirety, this RFQ including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFQ, all interested firms will be notified.

EXECUTION OF CONTRACT

The successful bidder shall, within ten (10) calendar days of receiving notification of award of the contract, sign and deliver to the City the appropriate bonds and insurance, if required. In the event the bidder to whom an award is made fails or refuses to deliver submittals within ten (10) calendar days, the City may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.

SUBCONTRACTORS

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 4100-4114, inclusive, every bidder shall, on the enclosed form set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid and the portion of the work which will be done by each subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidders total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the City, either substitute any person as subcontractor in place of the subcontractor designated in the original bid, permit any subcontractor to be voluntarily assigned or transferred, allow the work to be performed by anyone other than the original subcontractor listed in the bid or sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

CONTRACTOR'S FINANCIAL OBLIGATIONS

The Contractor shall have full responsibility, and subsequent liability for enforcing the general prevailing wage rate requirements upon all subcontractors utilized by the Contractor in the performance of this contract. Two copies of all certified payrolls shall be submitted weekly to the Engineer.

The Contractor shall make prompt payments for all labor, materials, and services furnished to or for him in accordance with the Contract requirements. Prior to submitting a request for final payment, the Contractor shall provide the City with lien releases or conditional lien releases for all subcontractors and suppliers used on this project.

TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the City.

PREVAILING WAGE

The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Prevailing wages must be paid to all workers employed on a public works project when the public works project is over \$1,000. Prevailing Wages: The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the City Engineer or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered with the State Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Section 1771.1 applies to any bid

Proposal submitted on or after March 1, 2015 and/or any contract for public work entered into on or after April 1, 2015.

Copies of the general prevailing wages are available upon request from the City Engineer or at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

Bidders are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime.

Pursuant to Section 1770 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the office of the Engineer, and copies of which are available to any interested parties on request.

WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The Contractor shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

PROOF OF CARRIAGE OF INSURANCE

The contractor shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the certificates shall not relieve the contractor of any of the insurance requirements, and shall not decrease the liability of the contractor. The City reserves the right to require the contractor to provide insurance policies for review by the City.

Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain in the name of the Contractor and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, and its officials, officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Form Number CA0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and

damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. □ Employer's Liability Insurance: \$1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- **The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.**
- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".
- The policy must cover Personal Injury as well as Bodily Injury.
- The policy must cover complete contractual liability. Exclusions of contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. MUST BE ELIMINATED from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.
- A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.
- The policy must include a cross liability or severability of interest clause.
- Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.
- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least **thirty (30) days** prior written notice by certified mail.
- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI
- The policy covers use of Non-owned Autos;

Should any insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Contractor.

Insurance is to be placed with insurers acceptable to the City of Hayward's Legal Department.

COMPLETION AND LIQUIDATED DAMAGES

It is understood that this project shall be completed in its entirety and ready for acceptance **within twenty-one (21) working days after receipt of Notice to Proceed**. A working day is defined as any day except for (1) Saturdays, Sundays and legal holidays and (2) those days on which the Contractor is prevented from performing his work due to inclement weather.

Should the Contractor fail to complete this contract, and the work provided herein within the times fixed for such completion, due allowance being made for contingencies provided for herein, the Contractor shall become liable to the City for all loss and damage which the latter may suffer of account thereof.

As it is difficult to ascertain and determine the actual damage which the City will sustain in the event of any, by reason of such delay; and it is therefore agreed that said Contractor will pay to the City the sum of three hundred dollars (\$300.00) per day for each and every calendar days delay beyond the time herein prescribed in furnishing the said work as liquidated damages; the said Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that said City may deduct the amount thereof from any money due or that may become due said Contractor under this Contract, and should such money be insufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Surety. In addition to the above stipulated liquidated damages, the Contractor shall pay the cost of the Inspector's salary for the time the Inspector is required on the project beyond the allotted contract time. Payment for Inspector's salary is to be made directly to the City. The City shall determine the time the Inspector is required on the Project.

The Contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond his/her control and without default or negligence of the Contractor, including, but not restricted to acts of the public enemy, acts of the government, acts of another prime contractor in the performance of the contract with the City, fire, flood, epidemics, delays of subcontractors due to such causes. The Contractor shall, within ten (10) days from the beginning of any such delay, notify the City in writing, of the causes of the delay, who shall, after ascertaining the facts and the extent of the delay, extend the time for completion of the work, when in its judgment the finding of the facts and determination thereon shall be final and conclusive on the parties thereto.

The Contractor shall not be assessed for liquidated damages for delay in completion of the project when such delay was caused by the failure of the awarding authority of this contract or the City of the utility to provide for removal or relocation of the existing utility facility; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided, the Contractor shall promptly notify the awarding authority, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the utility or to provide its removal or relocation.

LOSS OR DAMAGE:

The Contractor shall take and assume all responsibility for the work. The Contractor shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property, and shall fully indemnify the City from and against the same.

The Contractor, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Contractor, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Contractor or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The contractor will hold harmless, indemnify and defend the City, their officers, employees and agents from any and all liability claims, losses, or damage arising or alleged to arise from the performance of the work described herein.

All work and materials shall be in full accordance with all applicable OSHA, state and local laws and regulations. Code compliance is mandatory. Nothing in these plans and specifications is to be construed to permit work not conforming to code.

INTERPRETATION OF CONTRACT DOCUMENTS

Should any question arise concerning the intent or meaning of drawings or specification, such question(s) shall be submitted to the City for interpretation.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

The City at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said contract, specifications, or drawings, it shall be at liberty to do so and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation. The value of any such extra work or change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in a lump sum.
- b. By unit prices named in the contract or subsequently agreed upon.

- c. Cost of labor, materials and equipment plus overhead and profit as indicated below.
1. Work by Contractor or Subcontractors: For any portion of the changed work which is to be performed by a subcontractor, Contractor shall furnish to the City a detailed estimate prepared and signed by subcontractor of the cost to subcontractor for performing the changed work. At the option of the City, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, supervision, and bonds **shall not exceed fifteen percent**. Contractor may add no more than fifteen percent for its overhead, profits, insurance, taxes, supervision, bonds, and any other miscellaneous costs for such work, known as overhead and profit hereafter. Estimates of the amount to be deleted from subcontractor's portion of the work shall be the gross cost of the deducted work plus at least six percent overhead, bonds, insurance, and related savings.
 2. Markup for Added Work or Credit for Deleted Work: Where changed work is performed, Contractor may add to the total cost estimate for such work no more than fifteen percent for profit, overhead, insurance, taxes, supervision, and bonds. Estimate of the amount to be deducted from the contract price shall be the gross cost of the deducted work plus at least six percent for overhead, bonds, insurance, taxes and related savings.

For proposed change orders which involve both added and omitted work, Contractor shall separately estimate the cost of the added work before markups, and separately estimate the cost of the omitted work before allowance of a credit.

If the difference between the costs results in an increase to the contract price, the markup for added work shall be applied to the difference, and if the difference in the costs results in a decrease, then the markup for deleted work shall be applied to the difference.

3. Market Values: Cost for added work shall be based on market values prevailing at the time of the change, unless Contractor can establish to the satisfaction of the City that it investigated all possible means of obtaining work at prevailing market values and that the excess cost could not be avoided by it.

When a change order deletes work from the contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the work were opened.

If none of the above methods is agreed upon, the Contractor, provided he/she receives an order to do so as above, shall proceed with the work. In such case and also under case "C", he/she shall keep and present in such form as the City may direct, a correct account of the net cost of labor and materials, together with vouchers.

No extra work shall be performed or change be made unless in pursuance of a written order from the City stating that the extra work or change is authorized. No claim for an addition to the Contract sum shall be valid unless so ordered.

TERMINATION BY THE CITY FOR BREACH, ETC.:

If the Contractor should be adjudged a bankrupt, or if he/she should make a general assignment for the benefit of his/her insolvency, or if he/she or any subcontractors should violate any of the provisions of the contract, or if he/she should persistently or repeatedly refuse or should fail to prosecute the work properly for failure to perform any provisions of this contract, or if he/she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the City, then the City may serve written notice upon the Contractor and his/her Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the City shall immediately serve written notice upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract provided, however, that if the Surety within ten (10) days after the serving upon it of notice of termination does not give the City may take over the work and prosecute the same completion by any method it may deem advisable, for the account and at the expense of the Contractor and the Contractor and occasioned the City thereby, and in such event the City may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services such shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City.

ASSIGNMENT OF CONTRACT:

Neither the Contract, nor any part thereof nor any moneys due of to become due hereunder may be assigned by the Contractor without the approval of the City, not without the consent of the Surety unless the Surety has waived its right to notice of assignment.

PAYMENTS WITHHELD:

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the City from loss on account of:

- 1) Defective work not remedied.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.

- 3) Failure of the Contractor to make payments properly to subcontractors, or for material or labor.
- 4) A reasonable doubt that the contract can be completed for the balance then unpaid.
- 5) Damage to another contractor.

Documentation of disposal shall be delivered to the City.

CLAIMS

All claims of \$375,000 or less which arise between the contractor and the local agency shall be subject to the settlement and arbitration provisions set forth in Public Contract Code Sections 20103 through 20104.8, which provisions are incorporated herein by this reference.

PRICE, TERMS AND CONDITIONS

Price, terms and conditions of this bid are considered valid for sixty (60) days, from date of bid opening, unless the offering party in writing allows for a longer period of time.

Any cash discounts given to the City of Hayward must be so stated on the bid.

Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

PERMITS AND LICENSES

Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. A City of Hayward Business License is required before starting work. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall also, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work. In addition, Bidder must include Contractor's license number and date of expiration on the bid form.

NO PERSONAL LIABILITY

Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

PUBLIC RECORDS

All responses to the Invitation to Bid will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

The City of Hayward's general provisions for purchases of work and services are described in Attachment 1. The provisions are dated 11/15/1999 and include sections 1.00 Legal Relations and Responsibilities through 1.26 Recycled Materials.

DEFEND, INDEMNIFY AND HOLD HARMLESS

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Hayward, its employees, agents, officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this contract and agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of the City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City of Hayward as set forth above for liability attributable to the sole fault of City of Hayward, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City of Hayward is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and the City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City of Hayward, if that liability is less than the Sole fault of City.

RESPONSIBILITY OF THE CITY

The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

SUCCESSFUL BIDDER NOT AN AGENT OF THE CITY OF HAYWARD

The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

PROJECT PHASING AND WORK SCHEDULE

The Contractor shall submit a complete and detailed schedule of the work with specific milestones for the design, procurement, installation and modification.

INTENT OF THE CONTRACT

It is the intent of this contract to obtain a finished, complete in place, fully functional, and suitable for its intended purpose workmanlike job of high quality, with all equipment properly installed and operating.

Except as otherwise specified, the Contractor shall furnish the following to the full extent as required by the Contract: Labor, superintendence, products, construction equipment, tools, machinery, materials and appurtenances as necessary. Utilities required for construction and related activities, facilities and services necessary to properly execute and complete the Work, including security, storage area, temporary safety fencing for worksite and all materials, including City furnished equipment, awaiting incorporation into the Work.

In the specifications, plans, schedules and details, information is conveyed by means of brief mention or notation which, regardless of brevity, shall be binding exactly as if presented in complete sentences employing mandatory language. Work not listed in the specifications or drawings, but clearly implied as necessary to complete the job, shall be included as though fully specified and drawn.

Titles and headings to sections and paragraphs in these specifications are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, will be assumed by the City, for omissions or duplications by the Contractor or its subcontractors due to real or alleged error in arrangement of matter in the Contract Documents.

COOPERATION

Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused

to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

ATTORNEY'S FEES

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

END OF SECTION

Coating Restoration of Clarifier #1 Tow-Bro Suction Manifold at Water Pollution Control Facility

PART 1.0 - GENERAL

1.01 PURPOSE

- A. The purpose of this specification is to establish the requirements for field coatings work for the Tow-Bro suction manifold for Final Clarifier #1 located at the Water Pollution Control Facility.

City of Hayward

SECTION 09800

COATING RESTORATION OF CLARIFIERS #1 TOW-BRO SUCTION MANIFOLD

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and incidentals required to remove by abrasive blasting the existing coating system for the Tow-Bro suction manifold (rake arms) both the interior and exterior. The Contractor shall be responsible for removal and replacement of the Tow-Bro suction manifold and the rubber squeegees on the underside of the Tow-Bro suction manifold (rake arms). Each Tow-Bro manifold is three pieces bolted together and shall be separated into individual pieces for internal and external coating. The piece must remain together and be reassembled together (no mixing pieces). Apply new coating system to specified clarifier Tow-Bro metal work with an approved high solids surface tolerant epoxy system. This project will have the suction manifold removed from the clarifier and with surface preparation and coatings work performed in a remote area of the facility or at the contractor's facility. The Contractor shall fully contain abrasive blasting dust and over spray during the project. The Contractor shall be fully responsible for any damage by abrasive blasting or overspray. The Contractor shall meet with the project manager prior to abrasive blasting to insure that all items shall be protected from abrasive blasting operations.

B. The Contractor shall dispose of all wastes from abrasive blasting, and any other wastes generated during the Work. Sample and test wastes as required by regulatory agencies, and as necessary for classification of wastes prior to disposal. This work includes all costs for waste sampling, testing, accumulation, transport and disposal, including the cost for wastes classified as hazardous and non-hazardous. The Contractor is solely responsible for all testing and disposal cost.

C. The Contractor may expect that the entire surface under the existing coatings is corroded or has mil scale, and shall completely remove such materials down to bare steel, (SP#5) white metal blast to allow for proper adhesion of the coating system.

1.02 GOVERNING STANDARDS

The following standards shall govern the work unless specified otherwise in these specifications. The latest version of each standard shall be used.

SSPC-Vol.1, Steel Structures Painting Manual, Good Painting Practice.
SSPC-Vol.2, Steel Structures Painting Manual, Systems and Specifications.
SSPC-SP 1 Solvent Cleaning
SSPC-SP 2 Hand Tool Cleaning
SSPC-SP 3 Power Tool Cleaning
SSPC-SP 5 White Metal Blast Cleaning
SSPC-SP Guide 11 Stripe Coating
SSPC-SP 7 Brush-Off Blast Cleaning
SSPC-SP 10 Near White Blast Cleaning
SSPC-SP 11 Power Tool Cleaning to Bare Metal
SSPC-AB 1 Mineral and Slag Abrasives
SSPC-PA 1 Shop, Field and Maintenance Painting
SSPS-PA Guide 3 Guide to Safety in Paint Application
SSPS-PA Guide 12
SSPC Guide 16 Lighting
Dust Collection
SSPC-Guide to Vis 1-89 Visual Standard for Abrasive Blast Cleaned Steel
SSPC-V15 (3-93) Visual Standard for Power & Hand-Tool Cleaned Steel
NACE SPO-188
NACE SPO-178 Holiday Testing
Weld Preparation
ISO-8502-3 Preparation of Steel Substrates

All applicable State of California and Federal OSHA and safety standards.

1.03 SUBMITTALS

A. All submittals shall be prepared and submitted in accordance with the contract documents and Section 1.03 of this technical specification.

B. Provide a separate submittal for each material to be used in the work. At a minimum provide submittals for:

1. Abrasive material

2. Paint system
3. Minimum and Maximum re-coat times
4. Full Containment Plan.
5. Waste Disposal
6. Storage of Paint Materials

C. Submittals should include technical data documenting that the material to be provided complies with these specifications. Submittals will not be accepted until all requirements of this specification have been confirmed.

D. Interior coating system submittal shall include the following data:

1. Weight in pounds/gallon - ASTM D-2196
2. Percent solids by volume - ASTM D-2369
3. Percent solids by weight - ASTM D-2369
4. Air cure dry time to re-coat - ASTM D-1640
5. Minimum adhesion to steel substrate - ASTM D-4541
6. Minimum adhesion value of full system - ASTM D-4541
7. Manufacturer's batch numbers and dates of manufacture for materials to be furnished as part of this project.

E. Provide manufacturer's recommended handling and installation instructions for the proposed paint system including:

1. Storage - including maximum and minimum storage temperatures
2. Surface preparation
3. Coating repair
4. Application equipment
5. Mixing and application of coating system - including a table of minimum and maximum time to re-coat as a function of temperature

6. Curing - including curing time required before holiday testing, and curing time required before immersion as function of temperature and coating thickness. Minimum and maximum re-coat times.
7. Ventilation and Containment Plan
8. Acceptable temperatures at the time of application

F. Equipment

1. Submit details of vacuum system for removing dust and abrasive from abrasive blast cleaned surfaces.
2. Air Compressor-submit manufacturer's latest written operation instructions including recommendations for air filter maintenance and change interval.

G. Reports

1. Submit actual weight of blast cleaning abrasive used for field abrasive blast cleaning. Submit immediately after blasting is completed.
2. Submit quantity of coating material used for each coat. Submit immediately after completion of each coat.
3. Submit the name of laboratories proposed to be used to test wastes materials.
4. Before removing any waste materials from the job site, Contractor shall submit laboratory test results for representative waste samples as required by the owner of the disposal facility.
5. Submit receipts from disposal site for all wastes. Receipts shall identify disposed material and source, show quantity of disposed material in tons or cubic yards, and show method used for final disposition as buried, incinerated, and chemically treated and /or other means.

H. Disposal Plan

1. Submit a materials disposal plan that complies with all applicable requirements of the Code of Federal Regulations 40 CFR, Part 261.24 and all applicable regulations of all local, state and federal agencies having jurisdiction over the disposal of spent abrasive blast media, removed coating materials, and other waste, whether hazardous or non-hazardous.

2. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will sample and test spent abrasive blast media and removed coating materials. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform.
3. Submit permission to dispose of material from disposal site owner. Include name, address, and telephone number of disposal site and of owner.
4. The Disposal Plan shall be acceptable to the City prior to disposal of any wastes.

1.04 QUALITY ASSURANCE

A. Qualifications

1. The Contractor shall be a licensed C-33 Painting Contractor in the State of California with QP1 and QP2 certifications from the Society of Protective Coatings. The Contractor shall be regularly engaged in the application of similar coatings for at least five years immediately prior to this work: A minimum of two clarifiers per year for the past five years. The Contractor shall provide name of projects with owner's name and phone numbers prior to the award of contract.
2. Foreman and workers on-site shall be experienced and knowledgeable in preparation for and application of high performance industrial coatings.

B. Workmanship shall conform to standards and recommendations of SSPC Vol. 1, especially Chapters 5.1 and 6.

C. The Contractor shall provide approved sanitary facilities at Clarifier site for all Contractor personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by the City, and shall be removed prior to Contractor's departure from the site at completion of the project.

D. Testing: The City may use any method deemed necessary to test the Work. A specialized coatings inspection firm shall perform inspections for the Utility. The City's Engineer will monitor the quality of Work under this Section.

E. Materials Handling and Use: Coating materials shall be labeled and used in accordance with SSPC-PA 1, Paragraphs 5.1.1 thru 5.1.5, except all coating system materials without a stated shelf life shall be delivered and used within six months of the date of manufacture; and certification, from any source, that the coating system

materials are still suitable for use beyond the stated shelf life or beyond the six month period specified above will not be accepted.

F. Contractor shall perform the necessary quality assurance in accordance with the approved plan.

G. Wastes

1. All testing of spent abrasive blast media and removed coating materials to classify these wastes as hazardous or non-hazardous shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California State Health Division.
2. The Laboratory shall perform all analyses needed for comparison to TCLP limits and to all other applicable regulatory limits. Laboratory shall retain samples at least ninety (90) calendar days after all analyses are complete.
3. Contractor shall collect as many representative samples as required by the owner of the disposal facility, but not less than 4 total.
4. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample was taken, material sampled, and tests to be performed.
5. The City will witness sampling and may take samples for additional analyses if required. Notify the City at least 24 hours prior to sampling.

H. Manufacturer's Representative

1. A qualified technical representative of the coating system manufacturer shall be made available at the job-site at the beginning of the project to evaluate the CONTRACTOR'S test section and periodically throughout as required by the City to resolve problems related to the coating system or the application of the system.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Delivery

1. Deliver abrasive grit in original moisture-proof bags or airtight bulk containers.
2. Deliver coating system materials in original, unopened containers with seals unbroken and labels intact. No material shall be delivered to the site that exceeds twelve months from the original manufacturing date. Labels shall identify the following:
 1. Name or title of material
 2. Manufacturer's stock number and color
 3. Manufacturer's name, batch number, specification number
 4. Generic type
 5. Application instructions
 6. Color name and number

B. Storage

1. Store materials in a single, approved location.
2. All operating equipment, fuel, and paint shall be placed in secondary containment.
3. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers. All painting materials shall be stored in an enclosed, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, or from excessive heat. The CONTRACTOR shall be solely responsible for the protection of the materials stored at the job site. Maintain temperature inside the structure within the temperature range recommended by the manufacturer.
4. The CONTRACTOR shall comply with the requirements of all pertinent codes and local fire regulations. Proper containers shall be provided by the CONTRACTOR and used for painting wastes. No plumbing fixtures shall be used for this purpose. Empty coating cans shall be neatly stacked and removed from the job site as required by applicable codes.
5. Keep storage location clean, neat, and free of fire hazards.

C. Handling

1. Do not spill thinners, solvents, paint products or other materials that contain toxic substances.
2. Remove discarded thinners, solvents, and paint products from the job-site daily. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

1.06 SAFETY

CONTRACTOR shall comply with all Federal, State, and Local applicable safety regulations and requirements.

B. General. Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. The minimum of one complete air change per hour is required. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The CONTRACTOR shall provide and require use of personal protective life-saving equipment for persons working in or about the project site. All airlines and blast lines shall have cable safety chokers.

- 1) Access Facilities. All ladders, scaffolding, and rigging shall be designed for their intended uses.
- 2) Ventilation. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design, and shall be approved by the ENGINEER. Household-type venting equipment will not be acceptable. A minimum of one complete air change per hour is required.
- 3) Head and Face Protection and Respiratory Devices. Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During cleaning operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets; other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When paints are applied in confined areas, all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
- 4) Grounding. Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- 5) Illumination. Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70

"National Electric Code" for the atmosphere in which they will be used. Whenever required by the City, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the City.

- 6) Toxicity and Explosiveness. The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for an eight-hour exposure, plus Lower Explosive Limit (LEL) must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- 7) Protective Clothing. Paint materials may be irritating to the skin and eyes. When handling and mixing paints, workmen shall wear gloves and eye shields.
- 8) Fire. During mixing and application of all materials, all flames, welding, and smoking shall be prohibited in the vicinity. Appropriate type fire abatement devices shall be provided by CONTRACTOR, and be readily available at the job site during all operations.
- 9) Sound Levels. Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.
- 10) General sound levels for the project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the City.

1.07 EXISTING INTERIOR COATINGS

- A. The existing coating is hot dipped galvanized steel.
- B. It is the CONTRACTOR'S responsibility to estimate the quantity and classification of the wastes resulting from the Work, and to accumulate, transport, and dispose of all wastes at no additional cost to the City.

PART 2 PRODUCTS

2.01 INTERIOR COATING SYSTEM MATERIALS

- A. The new interior coating system shall be high solids surface tolerant epoxy recommended for corrosion protection of steel wastewater clarifiers: PPG Amercoat

#240 or Equal. Solids content shall not be less than 80% by weight. Volatile organic compounds concentration shall be less than 250 grams per liter.

B. The coating system and any thinners or additives shall be approved.

C. The coating shall be "certified non-lead" (less than 0.06 percent lead by weight in the dried film) as defined in part 1303 of the consumer products safety act.

2.02 ABRASIVE

A. Abrasive grit for field blast cleaning shall conform to the following:

1. Produce a surface profile of 1.5 minimum to 2.5 mils maximum
2. New, clean and free of contaminants, and containing no hazardous materials.
2. Only grit type abrasives no sand.

PART 3 EXECUTION

3.01 QUALITY CONTROL

A. Provide adequate lighting, without shadows, during all phases of work to insure that work is performed as specified. Illuminate entire area of work. Arrange for the City to inspect for metal loss and repair prior to application of coating.

B. Provide ground supported scaffolding and lighting, provide manpower to move as determined by the Inspector, to facilitate visual and instrument inspection by the Inspector of each phase of the work and of the completed work. Place as directed to minimize glare and shadows.

C. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the Contract.

D. Provide personnel to move OSHA approved scaffolding and furnish other assistance to the City or City's representative as required.

E. Contractor shall inspect surfaces first. Inspector will verify surfaces after blast cleaning to verify that all deposits of contaminants have been removed. Contractor shall blow down, and vacuum all surfaces prior to inspection.

F. The Contractor's equipment shall be designed for application of materials specified, and shall be maintained in first class working condition. Contractor's

equipment shall be subject to approval of the City. Effective oil and water separators and dryers shall be used in all main compressor- air lines and shall be placed as close as practicable to the equipment. Prior to using compressed air, quality of air downstream of the separators shall be tested at suitable outlets by blowing the air on clean white blotter for 2 minutes to check for any contamination, oil, or moisture. Verify at a minimum of two times daily that air supply is free of oil and moisture contamination.

G. Measure air temperature, humidity, relative humidity, and metal surface temperature, and determine dew point and relative humidity prior to abrasive blasting or painting each day. Provide portable temperature / humidity recorders to provide continuous permanent hard copy of the Clarifier conditions. Repeat measurements and determination of dew point as often as the Inspector deems necessary but not less often than every four hours.

H. Maintain a written record of measurements and dew points, and time that measurements were taken. Make record available to Inspector immediately on request.

I. Inspector will evaluate surface preparation using field abrasive blasting standards, and Testex tape. Evaluation will include inspection of blasted surfaces for dust and abrasive residue, using clear adhesive coated tape. Evaluation will be made immediately prior to coating application. Contractor shall furnish two rolls of extra course tape prior to the start of abrasive blasting.

J. Verify cleanliness of all spray application equipment prior to, or no later than, time of mixing coating material.

K. Prime coat must be applied on all newly blasted surfaces at the end of each shift.

L. Measure wet film thickness during coating application of coating to ensure adequate coating thickness. Take at least one measurement every 100 square feet.

M. Measure dry film thickness after each coat using a non-destructive magnetic dry film thickness gauges. SSPC PA-2 will only be utilized for calibration of dry film thickness gauges. This specification is based on a minimum and maximum dry film thickness with no averaging.

N. Inspector will also measure coating thickness, at random locations, after each coat.

O. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure that previously painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of

protection and re-cleaning shall be approved by the City. Inspector will evaluate cleanliness of coated surface immediately prior to application of a subsequent coat.

P. CONTRACTOR shall test all coated surfaces for pinholes and holidays after application of the final coat in accordance with the following:

1. Perform test in presence of Inspector with location and frequency basis determined by the City or the City's representative. The City reserves the right to perform holiday testing itself at any time during the testing and rendering decisions based solely upon their tests. Holiday testing shall be 100% of the surface area coated in the Clarifier. All coated surfaces shall be tested as per NACE SPO-188.
2. Perform test after coating has cured as recommended by the manufacturer.
3. Use an appropriate detector, such as an Elcometer Model 236 or as approved by the City's representative. Contractor shall provide one 7" wire brush wand for unit.
4. Re-test after coating repairs until clear.

3.02 LIMITING ENVIRONMENTAL CONDITIONS

1. Do not abrasive blast when air temperature and/or steel temperature are less than 5 degrees F above dew point.
2. Apply coatings only when conditions are within the limits prescribed by the manufacturer but, do not apply coatings when:
3. Metal temperature is less than 60 degrees F. or when expected to drop below 60 degrees eight hours after application.
4. Relative humidity is greater than 45 percent.
5. When there is dust present in the air or on interior steel surface.

3.03 PREPARATION

A. Prepare surfaces to be coated in accordance with the manufacturer's instructions but not less than specified herein. All surfaces shall be steam cleaned and degreased with a degreaser prior to abrasive blasting.

B. Cleaning. Remove all visible oil, grease, dirt, welding residue, and other contaminants from areas to be coated. Inspection shall use a black light to locate oil

and grease. All slag and weld metal accumulation and splatters shall be removed by chipping or grinding as required by the City.

C. Blast Cleaning. Remove existing coating, under film corrosion, corrosion, and other corrosion products from all areas to be coated. Contractor should expect mil scale under the existing coating system. Prepare all surfaces to be coated by abrasive blast cleaning to SSPC-SP #5 with a surface profile of 1.5 to 2.5 mils.

D. The areas not to receive coating shall be masked off prior to the application of coatings this includes a bearings, name plates, grease fittings and handrails. .

E. Complete abrasive blast cleaning of metal prior to application of coating system.

F. Do not reuse abrasive blast media unless the media is specifically designed for reuse.

Abrasive Blasting Equipment

1. Install an oil moisture separator and air dryer in the air line between compressor and blast machine.
2. Install an air cooler in the airline between the compressor and the oil and moisture separator.
3. All surfaces to be blast cleaned shall be electrically grounded during blast cleaning.
 - a. Provide exhaust air dust collector to prevent discharge of dust to outside air.
 - b. Mask-off and protect all exposed machined metal surfaces, plastic, and other surfaces not to be painted or that may be damaged by abrasive blasting.
 - c. Remove all dust and abrasive from freshly blasted surfaces. Use approved vacuum system.
 - d. Dispose of abrasive blast media and other waste materials off-site and in accordance with approved material disposal plan.
 - e. Contractor shall have a minimum of 95 P.S.I minimum at the end of the blast nozzle.

Discard directly from Clarifier to a portable container and remove container from site. Do not place media on ground or other intermediate location.

3.04 APPLICATION

A. General

1. Mix and apply all coatings in accordance with the manufacturer's recommendations and instructions, the applicable requirements of SSPC-PA 1, and as specified herein.
2. Obtain Inspector's evaluation and approval of steel surface preparation immediately prior to application of first coat. No thinning shall be allowed at any time.
3. CONTRACTOR will coat a test section on the first day of coating as per the coating manufacturer's specifications, and the manufacturer's representative will evaluate. Obtain his approval before commencing coating operations.
4. Obtain Inspector's evaluation and approval of cleanliness of previous coat immediately prior to application of a subsequent coat.
5. The Contractor shall apply a totally independent stripe coat all welds, bolts, nuts, washers, and edges by brush only prior to the finish coat. Each stripe coat shall be allowed to dry as per the data sheet prior proceeding to next coat.
6. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the City.
7. Apply coatings by airless spray except:
 - a. Areas of less than 3 square inches may be brushed.
 - b. Required brush striping of welds, nuts, bolts, and edges.
8. Apply coatings at a temperature recommended by manufacturer. Prior to mixing, coating materials.
9. Discard all catalyzed coatings at the end of each working day or at the end of manufacturer's recommended pot life, whichever is first.
10. Scaffolding or other support system shall be free of abrasive blast media, dirt, and other foreign matter prior to application of coatings.

11. After each coat and immediately prior to application of a subsequent coat, clean surface as required to remove dirt, dust, over-spray, and other contaminants that may affect adhesion of the subsequent coat.
12. Finish coat shall be uniform in color, appearance and gloss over the entire surface. Finish coat shall be smooth to touch with no sags, runs, over-spray, cracks, pinholes or other surface defects.
13. Coating should not be applied closer than 6 inches from an unprepared surface.

B. Color/System for Tow-Bro

1. Prime coat: PPG Amercoat #240 or #235H White @ 4.0 to 6.0 mils Dry film thickness
2. Intermediate coat: PPG Amercoat #240 or #235H Buff @ 4.0 to 6.0 mils Dry film thickness
3. Finish coat: PPG Amercoat #240 or #235H White @ 4.0 to 6.0 mils Dry film thickness

C. Dry Film Thickness system (DFT)

1. Immersion: 12.0.0 mils minimum to 16.0 mils maximum

Additional coats may be required to achieve specified minimum dry film thickness.

D. Application Equipment:

1. Use airless spray pump in compliance with manufacturer's requirements. Pump shall have anti-freeze device, and fluid filter.
2. Use fluid tip size recommended by manufacturer.
3. Use clean fluid lines not previously used to apply zinc-rich or water-based coating materials.
4. Flush equipment and lines using only products recommended by the coating manufacturer prior to the application of coatings.
5. Blow out lines to remove all thinners prior to painting.

E. Coating Repairs

1. Touch-up or refinish all chipped, abraded, or otherwise unsatisfactory portions of the work in accordance with the manufacturer's recommendations.
 2. Re-coating or touch-up or areas that have cured beyond the maximum time recommended by the manufacturer require special preparation.
 - a. Sweep blast area and 3-inches into the surrounding area. Sweep blast under low pressure to uniformly abrade surface and feather edges. Feather edges by sanding or other means acceptable to the Inspector.
 - b. Remove abrasive blast residue from blasted area with special attention to marginal areas of intact coating.
 - c. Clean area with a bond solvent recommend by the manufacturer.
- * At the end of the recommended cure period the Contractor shall furnish to the City that the coatings are fully cured and are ready to be placed into wastewater service.

3.05 DISPOSAL OF EXISTING COATINGS AND SPENT ABRASIVE BLAST MEDIA.

- A. Disposal of spent abrasive blast media and removed coating materials shall be in accordance with the disposal plan approved by the. City
- B. Coordinate and pay all costs for all sampling and testing of spent abrasive blast media and removed coating materials in order to document waste class. Minimum sampling and testing requirements are listed previously in this Section.
- C. Before any wastes are removed from the site, CONTRACTOR shall allow the City time for review of laboratory test results, as well as the time required to obtain a Hazardous Waste Generator's U.S. EPA ID Number if required.
- D. City will give CONTRACTOR written notice to dispose of all or a portion of the spent abrasive blast media and/or removed coating materials as hazardous waste if the City determines that such disposal is required.
- E. CONTRACTOR shall be responsible for all costs associated with accumulating, transporting, and disposing of spent abrasive blast media and removed coating materials.

3.06 RE-INSTALLATION OF TOW-BRO SUCTION MANIFOLD

A. contractor shall replace unit in exact location on truss system using the tangs (attached to the Tow-Bro unit) as location points. The tangs will be removed from the truss system by grinding the weld and marked for exact replacement.

B. A certified welder will re-weld the tangs to the truss system as system was originally welded.

C. Touch up paint will be applied to the tang area and other areas affected by reinstallation of the Tow-Bro pieces.

3.07 CLEAN-UP

A. Upon completion of the work CONTRACTOR shall make a detailed inspection of all work.

B. The Contractor will provide a letter to the City that the coating systems are fully cured and ready to be placed into service.

C. CONTRACTOR shall be solely responsible for all paint over-spray or dust fallout claims.

D. Remove all spattering, spits, and blemishes from areas that did not require coating.

E. Upon completion, of work all staging, tarps, scaffolding, abrasive and containers shall be removed from the site and from the interior of the Clarifier. Paint and thinner containers and excess paint and thinners shall be disposed of in conformance to all current regulations. Paint spots shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work from this section shall be cleaned, repaired or refinished to the complete satisfaction of the City at no cost to the City. All clean up shall be completed within 7 calendar days starting at the last day of holiday testing.

END OF SECTION

BID FORM
for
BID #1702-090216
2016 Final Clarifier #1 Tow-Bro Restoration at WPCF

TO: THE CITY OF HAYWARD

FROM: _____
(Company name)

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offer or, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **BID #1702-090216**, all in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Purchasing Manager of the City of Hayward.

BASE BID

Furnish all labor, materials, equipment, transportation, permits, fees, and all costs to complete project:

2016 Final Clarifier #1 Tow-Bro Restoration at Water Pollution Control Facility

Lump Sum:

_____ \$ _____
(Amount in words) (Amount in figures)

ADDITIONAL BID:

Hourly rate for time and materials extra work such as application of Belzona:

\$ _____ /Ea.

COMPLETION

Working days to complete the entire project: _____

Estimated completion date for the project: _____

ADDITIONAL WORK

Additional costs will be billed at the following unit price rates:

• Labor:\$ _____/HR -- _____ Classification * Labor:\$ _____/HR -- _____ Classification

• Labor:\$ _____/HR -- _____ Classification * Labor:\$ _____/HR -- _____ Classification

TERMS

Cash terms (if applicable) _____ % _____ Days

FOB

Destination

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

CONTRACTOR'S LICENSE

Licensed in accordance with the act providing for the registration of the registration of contractor's,

_____	CA License No. _____
(Proper Name of Bidder)	_____
	(Expiration Date)
DIR Registration No. _____	COH Bus. Lic. No. _____
_____	_____
(Expiration Date)	(Expiration Date)

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

EMAIL:

SIGNATURE: _____
(Authorized Agent)

NAME: _____
(Please Print)

TITLE: _____

DATE:

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will-fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references:

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project Completion (date)

\$ _____

Amount of Contract

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project Completion (date)

\$ _____

Amount of Contract

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project Completion (date)

\$ _____

Amount of Contract

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project Completion (date)

\$ _____

Amount of Contract

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office 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 to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work 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 legislative body of the CITY.

<u>TRADE NAME</u>	<u>CONTRACTOR'S LICENSE NO.</u>	<u>EXPIRATION DATE</u>	<u>DIR REGISTRATION NO.</u>	<u>EXPIRATION DATE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJU

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

(Check Appropriate Space(s) for Addenda Received)

WARNING

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, this Proposal may be rejected.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

State of California)
) ss.
County of _____)

_____, being first duly; sworn, deposes and says that he or she is of _____ the party making the foregoing bid that the bid 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 as 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 or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; 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 of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to these employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF HAYWARD

NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract the contractor or subcontractor agrees as follows:

1. **AFFIRMATIVE ACTION - GENERAL.** The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. RECRUITMENT

(a) **Non-union employees.** Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) **Union employees.** Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, sex, age, or disability.

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. **ACCESS TO RECORDS.** The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. COMPLIANCE REVIEW PROCEDURES.

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly

cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. **VIOLATIONS.** The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. **REMEDIES FOR WILLFUL VIOLATION.** The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here

conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

CITY OF HAYWARD

SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACT

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

- (1) The size of the contractor's or subcontractor's existing work force;
- (2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;
- (3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;
- (4) The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
- (5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
- (6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT

PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)
The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

3. EXEMPTIONS. (Sec. 2-7.06, HMC)

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

6. CONTACT

City of Hayward Purchasing and Contract Compliance Specialist, (510) 5834802.



NONDISCRIMATORY EMPLOYMENT PRACTICES
AND
AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City’s special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

(Print/Type Name of Company Official)	(Title)
(Signature of Company Official)	(Date)

Name of Project: _____

Name of Firm: _____

Address: _____
Street Address City/State/Zip

Telephone: (___) _____ (___) _____

Please check below as appropriate:

- | | | |
|--|---|--|
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Supplier of Goods | <input type="checkbox"/> Supplier of Services | |

Department of Finance
Purchasing Division



AFFIRMATION ON NON-INVOLVEMENT IN
DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Print/Type Company Name

Print/Type Official Name & Title

Company Address

Signature of Company Official

City/State/Zip Code

Date

Department of Finance
Purchasing Division

LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Hayward (hereinafter referred to as "City") has awarded to _____ (hereinafter referred to as "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, and the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for labor performed and materials furnished for the aforesaid work and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work,

NOW THEREFORE, we, _____, the undersigned Contractor, and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound to all persons furnishing any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid contract, and all persons performing any work or labor of any kind thereon, and all persons entitled to receive any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, and all other persons, if any, entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, unto the City in the sum of _____ dollars, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its subcontractors shall fail to pay for any materials or supplies used in, upon for or about the performance of the aforesaid work under the aforesaid contract or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay the same in an amount not to exceed the sum of this bond specified above.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the Acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- 1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- 2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents;
- 3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named on the _____ day of _____ 201__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL/CONTRACTOR:	SURETY:
[Name of Contractor]	[Name of Surety]
Signature	Signature of Attorney-In-Fact
[Name]	[Name of Attorney-In-Fact]
[Title]	
SEAL	SEAL

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Hayward (hereinafter referred to as "City") has awarded to _____ (hereinafter referred to as "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, and the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for faithful performance of said Contract Documents.

NOW THEREFORE, we, _____, the undersigned Contractor, and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ dollars, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify, defend and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the Acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- 1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- 2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the City, and make available as work progresses

sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term “balance of the Contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents;

3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term “balance of the Contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named on the _____ day of _____ 201__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL/CONTRACTOR:	SURETY:
[Name of Contractor]	[Name of Surety]
Signature	Signature of Attorney-In-Fact
[Name]	[Name of Attorney-In-Fact]
[Title]	
SEAL	SEAL

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

CITY OF HAYWARD

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Successful Bidder" shall be construed to mean the Seller from whom work and services are purchased by the City. The work and services described in the accompanying Request for Quotation or Purchase Order hereinafter shall be designated as "The Work".

1.00 Legal Relations and Responsibilities

1.01 Laws to be Observed: The Bidder shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all municipal ordinances and regulations of the City of Hayward which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wage rates are on file in the office of the City Engineer and are available to any interested parties on request.

1.03.1 Certified Payroll Records: Bidder shall maintain certified payroll records as required by Section 1776 of the Labor Code. Copies of certified payroll records shall be provided to the City of Hayward within ten (10) days of written request by the City. Failure to provide copies of certified payroll within the time prescribed by statute shall result in imposition of monetary penalties or withholding of progress payments due under the contract.

1.04 Permits and Licenses: Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall, in addition, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

1.05 Encroachment Permit: The Successful Bidder shall obtain and/or comply with any encroachment permits as set forth in the order.

1.06 Patents: The Successful Bidder shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.07 Public Convenience and Safety: Attention is directed to all applicable Sections of Chapter 7, Article 2, STREETS, "Disturbance of Streets," of the City of Hayward Municipal Code.

Traffic control procedures stated herein and traffic control standard plans shall be the MINIMUM accepted in the City of Hayward. Any variations shall be approved by the Engineer prior to use. In no way shall compliance with these specifications and standards relieve the Successful Bidder of any liability for claims or damages arising from his work.

All streets within the project limits shall remain open to traffic at all times during the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic. Adequate traffic warning and control devices shall be provided and maintained by the Successful Bidder during the construction

period in accordance with the "State of California Manual of Warning Signs, Lights and Devices for Use In Performance of Work upon Highways" dated 1973.

When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Successful Bidder for the costs thereof as provided in Section 7, Article 2 of the Hayward Municipal Code.

Traffic control signs, (regulatory, warning or construction type) conforming to the State of California Standards, and any special-legend signs required, except "NO PARKING" signs, shall be furnished by the Successful Bidder as directed by the Engineer.

The Successful Bidder shall install and maintain all signs.

Any obstructions which will remain in the roadway after darkness MUST BE adequately outlined with barricades with flashers or delineators along with other warning devices. All barricades and delineators shall conform to State of California Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.

Safe and convenient pedestrian access shall be provided at all times.

Flagmen are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic. One flagman is required for each direction of traffic affected where only one lane is available for over 100 feet or when required by the Engineer. When less than 20 feet of street width is available for traffic, a flagman will be required. Flagman shall wear distinctive clothing, such as a RED jacket.

All work specified herein shall be considered to be at the Successful Bidder's expense.

1.08 Responsibility for Damage: The Successful Bidder shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Bidder, to any subcontractor, to the City, to City employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City, or of parties designated in any purchase order provisions. Said Bidder shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Successful Bidder or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the City, the Successful Bidder shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of The Work. The Successful Bidder shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of City: The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Successful Bidder Not an Agent of the City of Hayward: The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the

Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection by the City Engineer nor by an inspector or other City representative, nor any payment of money, nor acceptance of any part or whole of The Work by the City of Hayward or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Successful Bidder shall promptly obtain, at the Bidder's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Successful Bidder's agent or broker to the City's Purchasing Division for review and approval by the City. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Bidders confer with their insurance carrier or broker to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent successful bidder fails to comply with the insurance requirements, that Bidder may be disqualified.

(1) The Successful Bidder shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Bidder's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on The Work.

(2) The Successful Bidder shall take out and maintain in the name of the Successful Bidder and the City as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Bidder, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Successful Bidder's, City's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:
Single Limits Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.
If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause
- (c) The policy must cover complete Contractual liability. the Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (d) Broad Form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$10,000 without special approval of the City.
- (e) Any failure to comply with reporting or other provisions of the policies including brochures of warranties shall not affect coverage provided to the City, Its Officials, Officers, Directors, Employees or Agents.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be

sent to the City with at least 10 days prior written notice, by certified mail, return receipt requested.

(h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Successful Bidder shall not commence work until such insurance has been approved by the City. The Successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Successful Bidder shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.17 Cooperation: Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Agent. Consent will not be given to any proposed assignment which would relieve the Successful Bidder or its surety of their responsibilities under the order. The Successful Bidder may assign monies due or to become due it under the order and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the order, and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of The Work, in event that the Successful Bidder should be in default therein.

1.19 Time of Completion: The Successful Bidder shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Successful Bidder shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Successful Bidder when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of The Work.

(1) AFFIRMATIVE ACTION - GENERAL

The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not

discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) RECRUITMENT

(a) Non-union employees. Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice in such form and content as shall be furnished or approved by the City, advertising said source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees. Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

(3) EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

(4) ACCESS TO RECORDS

The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

(5) COMPLIANCE REVIEW PROCEDURES

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days or such notice of intent.

(6) VIOLATIONS

The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt or such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

(7) REMEDIES FOR WILLFUL VIOLATION

The contractor or subcontractor agrees that a finding of willful violation of the California State Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

1.22 Acceptance and/or Rejection of Bids: The City reserves the right to reject any or all bids, or to accept separate items in a bid. In addition the City reserves the right to cancel a Request for Bids or an award at any time.

1.23 Waiving Minor Irregularities: The City may waive any minor irregularities in a bid or in the bidding process and make award accordingly.

1.24 Nuclear Affirmation Requirements: A purchase order has no force or effect until the person to which it is issued has on file with the City or executes and returns to the City of Hayward's Purchasing Manager an Affirmation Of Non-Involvement In Development Or Production Of Nuclear Weapons. City of Hayward Ordinance 87-024 C.S. defines "nuclear weapons" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei." The ordinance defines "person" as "any person, private corporation, institution or other entity."

1.25 Hazardous Material Requirements: The contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced.

Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) The contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the contractor shall immediately notify the City and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been complete and all testing completed to determine if any asbestos fibers have been released.

(6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the contractor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(7) The contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: It is the policy of the City of Hayward to encourage the use of recycled materials, reusable products, and products designed to be recycled. Contractors and suppliers shall use or provide such materials or products to the maximum extent practicable and allowable within the specifications prepared by the City, provided however, that the performance or operational effectiveness of the product or material is not detrimentally effected nor the health and safety of the citizens or employees of the City of Hayward negatively impacted by the use of such products or materials.

(REV. 01/31/13)