

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2209 for FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

Contact Person: John W. Grimes, Buyer II

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E-mail Address: john.grimes@ebmud.com

For complete information regarding this project, see RFQ posted at
[https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-
quotation-rfqs/](https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/) or contact the EBMUD representative listed above. Please note that prospective
bidders are responsible for reviewing this site during the RFQ process, for any published addenda
regarding this RFQ.

RESPONSE DUE
by
1:30 p.m.
on
March 16, 2022
at
EBMUD, Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2209

for

FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

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EXHIBIT A – RFQ RESPONSE PACKET

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EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXDIBIT E – DRAWING AND SPECIFICATIONS

I. STATEMENT OF WORK**A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe requirement to manufacture, complete and deliver the amount of fusion bonded epoxy lined and fusion bonded epoxy and plastic coated standard weight steel pipe (FBEPCS) listed below:

- 6" Pipe- 1500 feet
- 8" Pipe- 2600 feet
- 12" Pipe- 2900 feet

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder(s) whose response meets the District's requirements.

Materials in Contact with Drinking Water.

1. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF/ANSI 61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. Examples include, but are not limited to, valves, pumps, flow meters, protective materials (coatings, linings, liners), joining and sealing materials, pipes, tanks, pipe fittings, filters, cleaning chemicals, and lubricants.
2. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as "lead-free" per California Health and Safety Code Section 116875 and NSF 61 Annex G or NSF 372.
3. All chemicals that will be in contact with drinking water shall be certified by NSF to NSF/ANSI Standard 60.
4. For materials:
 - a. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.

If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing steel pipe and coatings as described in the RFQ for at least (5) years.
- b. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. DESCRIPTION

- a. Types of pipe covered by this specification are:
 - i. Fusion bonded epoxy (FBE) lined and FBE and plastic coated steel standard weight steel pipe (FBEPCS)

2. **This RFQ is to procure pipe for ten applicant driven water main extension projects. EBMUD is requesting two shipments of this pipe with the first shipment expedited.**

Four of these projects are going to construction in spring 2023 and pipe is needed as soon as possible. The other six projects are anticipated to go to construction in fall of 2023 and the pipe can be furnished with a standard lead time.

Please provide estimated delivery times **as specified on the Bidding Sheet** based on the following:

Expedited First Shipment (Spring 2023 projects)

- 8" - 700 LF
- 12" 1000 LF

Second Standard Shipment (Fall 2023 projects)

- 6" 1500 LF
- 8" 1900 LF
- 12" 1900 LF

Total pipe to be delivered in both shipments

- 6" 1500 LF
- 8" 2600 LF
- 12" 2900 LF

Please include any notes or comments regarding delivery with the bid. If the vendor prefers to deliver all of the pipe in a first expedited shipment that is acceptable. Liquidated damages may be assessed based on the timelines provided above.

3. PIPE DRAWING AND SPECIFICATIONS

The following specification and drawings (See Exhibit E) at rear of this document show the details of fabrication of FBEPCS standard weight steel pipe and are a part of these requirements.

- a. Sketch (Standard Drawing) - Standard Weight Fusion Bonded Epoxy Lined & Coated Steel Pipe Joint Detail
- b. Section 01 33 00- Submittal Procedures
- c. Submittal Log Sample – Submittal Log
- d. Section 40 20 20 Mechanical Piping
- e. Section 33 11 13.62 Dielectric Coatings for Steel Pipe
- f. Section 09 96 56.10 – Fusion Bonded Epoxy Coatings
- g. Section 01 45 27- Shop Inspection

The pipe furnished shall be in 40' lengths as specified on the Bidding Sheet within a tolerance of (+/-) 1"

The pipe shall have bell and spigot ends.

The pipe shall be fusion bonded epoxy lined and have a primary coat of fusion bonded epoxy and a secondary coat of tape wrapped plastic, in accordance with the drawings and specifications.

D. DELIVERY, STORAGE AND HANDLING

- 1. Prevent damage to pipe during transportation, handling, and storage:
 - i. It is mandatory that pipe ends be capped following lining operation. Ensure end caps are secured on both ends of pipe before shipments.
 - ii. Acceptable end caps must have the following characteristics:
 - a. Material : Low-Density Polyethylene
 - b. Must be sized and designed for positive gripping.

- c. Must eliminate foreign material from entering the pipe during transportation.
 - d. Must be removable and replaceable.
 - iii. A cover over the entire front of the truck load shall be provided during transit.
 - iv. Load and transport pipe as to avoid distortion or damage to the lining or coating. Dunnage should utilize 4"x4" lumber as a minimum. A minimum of five(5) equally spaced support points per layer.
 - v. Do not drag, skid, or drop pipe sections.
 - vi. Block pipe to prevent shifting when shipping.
 - vii. Blocking, chains, and cables for securing the load shall be suitably padded. Load pallets so that no pipe material bears the weight of the pallets above.
2. Protection of pipes:
- i. All products shall be transported, handled and stored in accordance with the manufacturer's recommendations.
 - ii. All products shall be protected from excessive heat, moisture, and other adverse environmental conditions during storage and handling.
 - iii. All plastic materials shall be stored out of direct sunlight.
 - iv. Material shall be inspected upon delivery and material rejected due to improper shipping methods or damage during shipment shall be replaced.

E. DELIVERY REQUIREMENT

Delivery of pipe shall be per Calendar of Events, in accordance with these specifications. Delivery tags accompanying shipment to the District must include District's purchase order number.

Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m., Tuesday through Thursday only. No deliveries will be received on holidays recognized by the District. A maximum of two (2) truck-loads per day will be accepted. The shipment date

indicates the beginning date of the shipping schedule. Delivery address is Oakport Storage Center, 5601 Oakport Street, Oakland, CA 94621.

F. SHIPPING INSTRUCTIONS

The pipe shall be delivered on flatbed trailers with sufficient dunnage between each layer or tier, so as to allow unloading by forklift truck. The maximum height from ground to bottom of the highest tier shall not exceed 12'6".

G. INSPECTION

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

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

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

H. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	February 16, 2022
Deadline For Submission of Questions	February 24, 2022
Response Due	March 16, 2022 by 1:30 p.m. At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St.,

	Oakland, CA 94607*
Anticipated Contract Start Date	April 26, 2022

Note: All dates are subject to change by District.

*Due to COVID-19, in-person bid inspection will be suspended. Following the opening a list of submitted pricing will be posted to:

<https://www.ebmud.com/business-center/materials-and-supplies-bids/>

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda. Hard copies of addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms or conditions, issued by the District, or those included in the bidder's submission, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
5. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS

Any references to manufacturers, trade names, brand names, and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer an equivalent product that meets or exceeds the specifications.

The District reserves the right to be the sole judge of what shall be considered equal and/or acceptable, and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the brand and/or product referenced in this RFQ will be supplied.

Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by the District.

C. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) work days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was

sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying (quotation) number, date,

requestor name and phone number, ship to location, itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc.) and price per item, and a summary of total cost for product, services, shipping, and tax.

3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

F. TERM / TERMINATION

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one (1) year.
2. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and

requirements, and that Contractor guarantees that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

H. INVOICING

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

I. LIQUIDATED DAMAGES

In the event the Contractor is unable to deliver pipe of the size and quantity and meeting all specified requirements within this RFQ, the District reserves the right to cancel the order and purchase the ordered material on the open market. The Contractor shall be liable for the difference in cost between the purchase price and the price bid by the Contractor. In addition, the Contractor shall be liable for consequential damages which arise due to failure to deliver. Time is of the essence of this contract.

In the event the Contractor is unable to deliver pipe of the size and quantity ordered and the District does not have sufficient time to cancel the order and re-order the materials without delaying projects, the District reserves the right to assess liquidated damages in the amount of \$500 per day.

It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.

In the event the deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until they are deemed satisfactory.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

Attn: Hank Williams, Associate Civil Engineer
EBMUD – Pipeline Division/Engineering Department
E-Mail: hank.williams@ebmud.com
PHONE: (510) 287-1063

CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Hank Williams, Associate Civil Engineer
EBMUD – Pipeline Division/Engineering Department
E-Mail: hank.williams@ebmud.com
PHONE: (510) 287-1063

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).

4. All RFQ responses must be SEALED and received by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.
5. RFQ responses are to be addressed/delivered as follows:

Mailed (USPS):

East Bay Municipal Utility District
FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT
STEEL PIPE
RFQ No. 2209
EBMUD—Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District
FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT
STEEL PIPE
RFQ No. 2209
EBMUD—Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



RFQ RESPONSE PACKET

RFQ No. 2209 – FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Bidder)

RFQ RESPONSE PACKET GUIDELINES

- BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND ONE (1) COPY CONTAINING THE FOLLOWING IN THEIR ENTIRETY:
 - EXHIBIT A – RFQ RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
- ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.
- IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.
- BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”



1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.
11. The undersigned acknowledges ONE of the following (please check only one box):

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



BIDDING SHEET

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

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

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
6" FUSION BONDED EPOXY LINED, FUSION BONDED EPOXY AND PLASTIC COATED, STANDARD WEIGHT STEEL PIPE, AS SPECIFIED	FOOT	1,500	\$	\$
8" FUSION BONDED EPOXY LINED, FUSION BONDED EPOXY AND PLASTIC COATED, STANDARD WEIGHT STEEL PIPE, AS SPECIFIED	FOOT	2,600	\$	\$
12" FUSION BONDED EPOXY LINED, FUSION BONDED EPOXY AND PLASTIC COATED, STANDARD WEIGHT STEEL PIPE, AS SPECIFIED	FOOT	2,900	\$	\$
TOTAL COST				\$_____

Please provide estimated delivery times of the pipe on page 2 of this BIDDING SHEET.



BIDDING SHEET (pg. 2)

Please provide estimated delivery times:

1) Expedited First Shipment (Spring 2023 projects)

- 8" - 700 LF
 - 12" 1000 LF
-

2) Second Standard Shipment (Fall 2023 projects)

- 6" 1500 LF
 - 8" 1900 LF
 - 12" 1900 LF
-

Total pipe to be delivered in both shipments

- 6" 1500 LF
 - 8" 2600 LF
 - 12" 2900 LF
-

Please include any notes or comments regarding delivery with the bid. If the vendor prefers to deliver all of the pipe in a first expedited shipment that is acceptable. Liquidated damages may be assessed based on the timelines provided above.



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Evidence of Qualification Testing:** RFQ response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFQ. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

If applicable, please also provide any information you have available on the below:

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>

4. **Evidence of current NSF 60 and/or 61 certification:**

5. **References**

- (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

6. **Exceptions, Clarifications, Amendments:**

- (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

7. **Contract Equity Program:**

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.



REFERENCES

RFQ No. 2209– FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

Bidder Name: _____

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

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. 2209 - FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

Bidder Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder's RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

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

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

BIDDERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond

submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

INSURANCE VERIFICATION DOCUMENTS

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).

- K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Excess and/or Umbrella Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.
 - 1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 - 2. Coverage shall be included for all premises and operations in any way related to this Agreement.
 - 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 - 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
 - 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 - 6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 - 7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policy's limits.
 9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2021

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1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved

Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District's bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to

each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.

- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in

accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of

the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the

Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.

8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.

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9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
10. The Contractor is in default of any other material obligation under the Contract Documents.

- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims

for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.

ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
3. Any proven losses with respect to materials and equipment directly resulting from the termination.
4. Reasonable demobilization costs.

iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or

project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract

Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.

- v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
- vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees, arising out of or resulting from Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

25. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

26. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

28. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the BIDDER/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

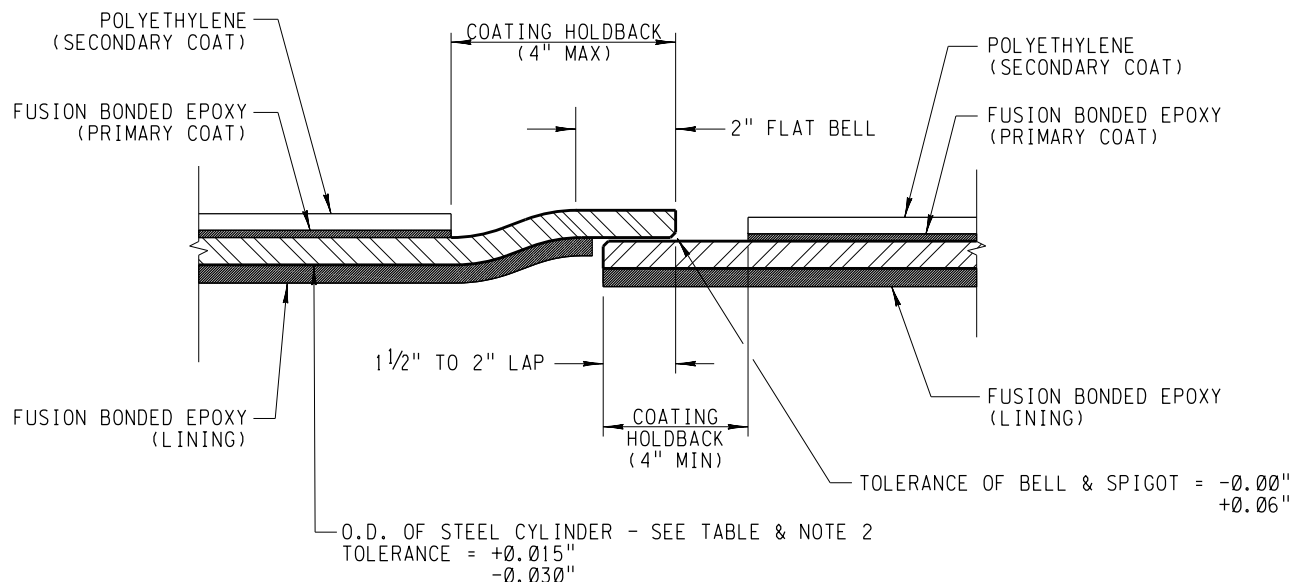
- ☐ 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*



EXHIBIT E

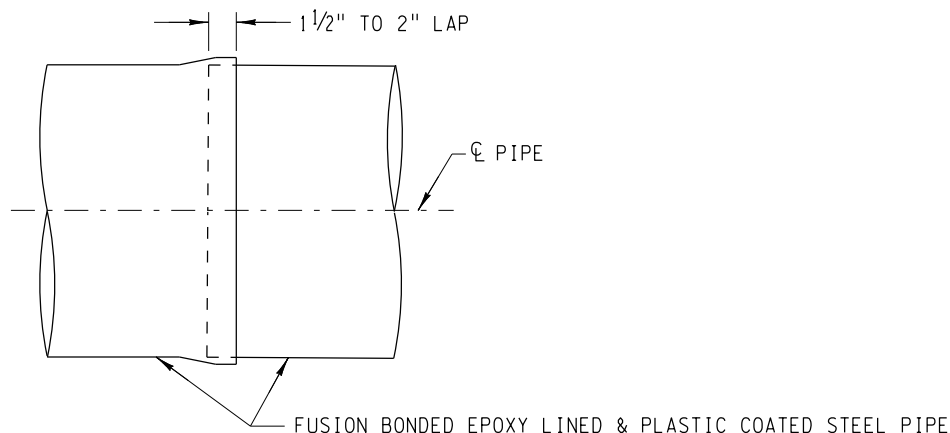
DRAWING & SPECIFICATIONS

SKETCH (STANDARD DRAWING)	STANDARD WEIGHT FUSION BONDED EPOXY LINED & COATED STEEL PIPE JOINT
SECTION 01 33 00	SUBMITTAL PROCEDURES
SUBMITTAL LOG SAMPLE	SUBMITTAL LOG
SECTION 40 20 20	MECHANICAL PIPING
SECTION 33 11 13.62	DIELECTRIC COATINGS FOR STEEL PIPE
SECTION 09 96 56.10	FUSION BONDED EPOXY COATINGS
SECTION 01 45 27	SHOP INSPECTION



TYPICAL BELL & SPIGOT JOINT

NTS



STANDARD WEIGHT FUSION BONDED EPOXY LINED & PLASTIC COATED STEEL PIPE

NTS

NOMINAL PIPE SIZE	STEEL CYLINDER		LINING THICKNESS	COATING THICKNESS	
	O.D.	THICKNESS		PRIMARY	SECONDARY
6"	6.625"	0.280"	12 MILS	6 MILS	50 MILS
8"	8.625"	0.322"	12 MILS	6 MILS	50 MILS
12"	12.750"	0.375"	12 MILS	6 MILS	50 MILS

NOTES

- PIPE CYLINDER, LINING, AND COATING SHALL CONFORM TO THE REQUIREMENTS OF E.B.M.U.D. SPECIFICATIONS.
- OUT OF ROUNDNESS OF STEEL CYLINDER AT BELL & SPIGOT ENDS SHALL BE NOT GREATER THAN 1% MEASURED AS THE DIFFERENCE BETWEEN MAJOR AND MINOR OUTSIDE DIAMETER. TOLERANCE PER ASTM A53 ACCEPTABLE.
- "CLEAN" AREAS SHALL BE FREE OF ALL COATING MATERIALS.
- SEE EBMUD SPECIFICATION FOR REQUIRED COATING AT JOINTS AND FITTINGS.

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

STANDARD DRAWING

STANDARD WEIGHT FUSION BONDED
EPOXY LINED & PLASTIC COATED
STEEL PIPE JOINT DETAIL

STRUCTURE OR
ZONE DESIGNATION
SCALE NONE
DATE

SKETCH

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The requirements of this section apply to all submittals in the Contract Documents.
2. Submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the materials to be furnished will comply with the provisions and intent of this Specification. All submittals shall be written in Standard American English and all numerical data, whether in drawings, test reports, or manufacturer's literature, shall be in United States Customary System (USCS) measuring units (foot, pound, gallons, etc). All submittals, in printed or electronic format, shall be original quality and completely legible. Any obfuscation or loss of clarity of original which may result in ambiguous interpretation is not acceptable.
3. Specific items to be covered by the submittals shall include, as a minimum, the items listed below. Furnish any other details necessary.
 - a. Specification 09 96 56.10 section 1.3
 - b. Specification 33 11 13.62 section 1.3
 - c. Specification 40 20 20 Section 1.2
 - d. Additional submittals required: See pertinent sections of this specification.
4. Submit a Schedule of Submittals.

1.2 PRODUCT HANDLING

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

- D. Submit materials to the EBMUD Materials Testing Laboratory when so specified. Submit other submittals to District Contacts listed in RFQ, in accordance with Article 3.1 unless specified otherwise.

1.3 SUBMITTALS

- A. Submittals shall include the following information:
 - 1. A copy of the applicable section(s), with addendum updates included as appropriate, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.
 - 2. A check mark shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Engineer is the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications.
- B. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.
- C. Any deviation from the contract documents not specifically requested and clearly identified, although accepted through oversight, may be rejected at any stage of the Work. The Contractor shall, at his own expense, reconstruct all work affected by the later rejection of a contract deviation that was not specifically called and explained for review and acceptance by the District as detailed above.

PART 2 - PRODUCTS

2.1 SCHEDULE OF SUBMITTALS

- A. Schedule of Submittals shall be in the form of a submittal log similar to that shown in Exhibit D.
- B. Complete columns (a) through (e) showing all submittals required by the specifications.
 - 1. Dates in column (e) shall be coordinated with the construction progress schedule to ensure sufficient time is allowed for processing of submittals and procurement of material prior to start of a construction activity.

2.2 MANUFACTURERS' LITERATURE

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

2.3 SUBMITTAL QUANTITIES

- A. Submit four (4) copies of all data and drawings unless specified otherwise.
- B. Submit three (3) of each sample, unless specified otherwise.
- C. Submit quantity specified of materials submitted to the EBMUD Materials Testing Laboratory.

2.4-2.9 NOT USED

2.10 ELECTRONIC SUBMITTALS

- A. Provide electronic submittals in searchable PDF (compatible with Adobe Acrobat Version 7.0). All portions of the electronic submittals shall be legible and shall be in full color identical to the original material. Provide manufacturer's literature in original electronic file, if available.
- B. Provide one electronic submittal file for each submittal except as noted hereinafter. The electronic submittal file name shall use the following format: submittal number – specification section number - description (e.g.: "001.1-01 33 00-Coating of Widgets"). Providing multiple electronic files for a single submittal (except as noted hereinafter) is not acceptable. The Contractor shall merge multiple files into a single electronic file.
- C. Upon acceptance of the electronic submittal (noted as Approved, Accepted, Approved As Noted, or Acknowledged Receipt), submit three (3) hardcopy sets of the submittal. The hardcopies shall be edited with highlighting, addressing/incorporating District review comments. A revised electronic file shall accompany the hardcopy submission, and shall match the hard copy submittal page for page including cover transmittal forms, title pages, and blank pages.
- D. The Contractor is solely responsible for verifying that the hardcopy submittal and accompanying electronic submittal are identical and address/incorporate prior Engineer review comments.
- E. All portions of the electronic submittals shall be provided with text searching capabilities whenever possible. For any document not already in electronic format, the documents shall be scanned using optical character recognition to provide text searching capability in the document.

2.11 REVIEW MECHANICAL PIPING SCHEDULE AND PRESSURE TEST RECORD CHECKLIST

- A. Each submittal requiring piping schedule and pressure test record checklists shall comply with the following:
1. Each page of the submittal shall include a unique and sequential page number. The page numbers shall be located in the same general location on each page.
 2. Page numbering may include “point numbers” (10.1, 10.2, etc.) to facilitate inserting pages without renumbering an entire submittal. However, all pages in the submittal shall be in numerical order.
 3. The checklists shall be completed in its entirety with accurate page number references for each checklist item. Submittals with inaccurate review checklists may be returned without review for correction.
 4. The checklist shall be inserted at the beginning of the submittal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare and use a transmittal form for submittals that includes the following information:
1. *Project name and RFQ number
 2. *Date of submittal
 3. *To:
Thomas Reinhart, Material Storage Supervisor
EBMUD-Purchasing Division / Finance Dept.
 4. E-Mail thomas.reinhart@ebmud.com and hank.williams@ebmud.com and ronald.monteforte@ebmud.com
 5. *From:" Name and address of Contractor
 6. Name and address of subcontractor
 7. Name and address of supplier
 8. Name of manufacturer
 9. *RFQ Section, Article Number, Paragraph and Subparagraph Number and/or drawing number and detail references
 10. *Submittal number

10. *Signature and title of transmitter

11. *Original submittal or resubmittal

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

- B. Use the "Item Number" on the Schedule of the Submittal for the corresponding submittal number. On a resubmittal, add a numerical suffix to the original submittal number. For example, 6.1 indicates the first resubmittal of submittal Number 6.
- C. Use a separate transmittal form for each specific item or class of material or equipment within a division for which a submittal is required. Transmittal of a submittal of multiple items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or when items are so functionally related that review of the group as a whole is appropriate.
- D. If a submittal contains multiple items, then each item shall be clearly labeled throughout the submittal, or indexed in a manner eliminating confusion in identifying how each item relates to the whole. When submittal items have been assigned a "District equipment tag number" in the contract documents, each tag number shall be included throughout the submittal to clearly associate the specific submittal information to specific tag numbers.
- E. Stamp or permanently print on each submittal the following certification statement.

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

Certified by _____ Date _____ "

3.2 COORDINATION OF SUBMITTALS

A. General:

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

d. Clearly indicate all deviations from the Contract Documents.

B. Grouping of submittals:

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

C. Resubmittals:

1. The Contractor shall include a Comment and Response sheet with each resubmittal. The Comment and Response sheet shall be the first item after the submittal transmittal form. The Comment and Response sheet shall include each review comment (word for word) from the previous submittal cycle, followed by the Contractor's response clarifying how the comment has been addressed in the resubmittal. All responses shall at a minimum have a general description of what new information in the resubmittal addresses the review comment; and where in the resubmittal this new information can be located (tab number, page number, etc).
2. Resubmittals that do not comply with the requirements set forth in subparagraph C.1 will be returned to the Contractor without review. The Contractor shall resubmit with an appropriate Comment and Response sheet as specified herein.

3.3 TIMING OF SUBMITTALS

A. General:

1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. In scheduling, unless otherwise noted, allow at least twenty (20) work days for the Engineer's review, plus the transit time to and from the District office.

3.4 APPROVAL BY ENGINEER

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

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

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

3.5 CHANGES TO APPROVED SUBMITTALS

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

END OF SECTION

[illegible]

Appendix A

SECTION 40 20 20

MECHANICAL PIPING

FUSION BONDED EPOXY LINED AND PLASTIC COATED STANDARD WEIGHT STEEL PIPE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Furnish 6-inch, 8-inch, and 12-inch bell and spigot Standard Weight Pipe (SWP) with Fusion Bonded Epoxy lining and Fusing Bonded Epoxy and Plastic Coating (FBEPCS) as listed in RFQ, as shown on the Standard Weight Fusion Bonded Epoxy Lined & Coated Steel Pipe Joint Detail Sketch and as specified herein.
- B. Related sections:
 - 1. Section 01 33 00 – Submittal Procedure
 - 2. Section 01 45 27 – Shop Inspection
 - 3. Section 09 96 56.10 – Fusion Bonded Epoxy Coatings
 - 4. Section 33 11 13.62 – Dielectric Coatings for Steel Pipe

1.2 SUBMITTALS

- A. Submit Prior to Shipment:
 - 1. Submit a list of pipe. The list shall include the following information, where applicable:
 - a. Materials (show conformance with listed ASTM specifications)
 - b. Size/Schedule (show conformance with listed ASTM and ANSI specifications)
 - c. Pressure/Temperature Ratings
 - d. Manufacturer
 - 2. A signed “Manufacturer’s Certificate of Compliance” stating that all material has been manufactured, passivated, sampled, tested and inspected in

accordance with the specified standards. The applicable standards shall be listed on the certificate.

3. For steel pipe, chemical analysis certification report, mill test report and/or post-mill test report.
4. Manufacturers' published catalog information for all products
5. Material Lists: The "ITEM" column shall match the individual bubble call-outs. The "REQUIRED" column shall indicate exact quantities of components. Provide lengths rounded up. The "DESCRIPTION" column has the following required format: "Component, Size, Material with applicable material standard, Ratings with applicable construction standard, Configuration(s), End Type". Refer to the example below.

EXAMPLE MATERIAL LIST		
ITEM	REQD	DESCRIPTION
1	20 FT	PIPE, 12", STL ASTM A53 GR B, ASME B36.10 STD WT

6. Material traceability records including certified mill test reports and inspection certificates for the proposed pipe material.
7. Cylinder manufacturing test reports, hydrostatic test reports, and nondestructive welding test reports with the appropriate information to insure compliance with these specifications.
8. Coating supplier and factory and shop finishes
9. NSF/ANSI 61 certification for all materials in contact with drinking water
10. Manufacturer's instructions for installation of products and equipment

1.3 REFERENCES

A. American Society of Mechanical Engineers (ASME):

1. B36.10 – Welded and Seamless Wrought Steel Pipe

B. ASTM International (ASTM):

1. A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

PART 2 - PRODUCTS

2.1 STEEL PIPE, AND STEEL AND IRON FITTINGS, [STL]

PIPE	Materials, Manufacture & Testing:	See below.
	NPS 24" and Smaller:	Steel per ASTM A53, Type E or S, Grade B. Standard Weight
	Construction / Dimensions:	NPS 48" and smaller: Welded and Seamless Wrought Steel Pipe per ASME B36.10, Standard weight

2.2 PIPE CONSTRUCTION DETAILS

- A. The pipe furnished shall be in 40' lengths as specified on the Bidding Sheet within a tolerance of (+/-) 1".
- B. The pipe shall have bell and spigot ends as specified on the Standard Weight Fusion Bonded Epoxy Lined & Coated Steel Pipe Joint Detail Sketch.
- C. The pipe shall conform to ASTM A53, Type E or S, Grade B, standard weight
- D. Mill sheets shall contain no welded seams and shall have edges true, smooth, and free from surface cracks.

2.3 FACTORY LINING

- A. Factory lining shall be Fusion Bonded Epoxy (FBE)
 - 1. See Specification Section 09 96 56.10 Fusion Bonded Epoxy Coatings
 - 2. Dry film thickness of cured lining shall be 12 mils minimum

2.4 FACTORY COATING

- A. Factory coating shall be a two part system with a primary coat of FBE and secondary coat of polyethylene tape wrapped plastic.
 - 1. See Specification Section 09 96 56.10 Fusion Bonded Epoxy Coatings

2. See specification section 33 11 13.62 Dielectric Coatings for Steel Pipe
3. Dry film thickness of cured coating shall be as follows:
 - a. Primary coat of FBE- 6 mils minimum
 - b. Secondary coat shall be two layers of polyethylene tape wrap per AWWWA C214. Each layer shall be 25 mils minimum. 50 mils minimum for the total secondary coat

2.5 QUALITY ASSURANCE

A. Tensile and bend tests for steel sheet:

1. Samples for test may be taken by the Engineer for testing.

B. Hydrostatic Tests:

1. Shop test each steel cylinder to develop a circumferential tensile stress equal to 75% of minimum yield point stress for the specified steel used.
2. Maintain pressure during inspection of all seams. All surfaces shall be dry during inspection.
3. Pipe that fail hydrostatic tests will not be accepted for use by the District.

2.6 INSPECTION OF PIPE

- A. The Engineer will inspect all pipe, belling, hydrostatic testing, lining and coating at the expense of the Contractor. See Section 01 45 27.

2.7 REPAIR OF DAMAGED PIPE

- A. Contractor is responsible for replacing all pipe sections damaged during manufacturing, handling, transporting, or storing.

PART 3 - NSF REQUIREMENTS-MATERIALS IN CONTACT WITH DRINKING WATER

- A. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF/ANSI 61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. Examples include, but are not limited to, valves, pumps, flow meters, protective materials (coatings, linings, liners), joining and sealing materials, pipes, tanks, pipe fittings, filters, cleaning chemicals, and lubricants.

- B. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as "lead-free" per California Health and Safety Code Section 116875 and NSF 61 Annex G or NSF 372.
- C. All chemicals that will be in contact with drinking water shall be certified by NSF to NSF/ANSI Standard 60.
- D. For materials:
 - 1. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
 - 2. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.
- E. For chemicals:
 - 1. Documentation which demonstrates current NSF/ANSI Standard 60 certification shall be submitted by the bidder in their bid package.
 - 2. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.

END OF SECTION

SECTION 33 11 13.62

DIELECTRIC COATINGS FOR STEEL PIPE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Provide polyethylene tape wrapped plastic coating as shown on the drawings and specified herein.
 - 1. Polyethylene tape wrapped plastic coating shall be used as the secondary coat in the two-part coating system
- B. Related sections:
 - 1. Section 01 33 00 – Submittal Procedure
 - 2. Section 01 45 27 – Shop Inspection
 - 3. Section 09 96 56.10 – Fusion Bonded Epoxy Coatings
 - 4. Section 40 20 20 Mechanical Piping
- C. APPLICABLE CODES AND STANDARDS
 - 1. AWWA C209 – Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections, and Fittings for Steel Water Pipelines
 - 2. NACE SP0188 – Discontinuity (Holiday) Testing of Protective Coatings
 - 3. NACE SP0274-2011-SG – High Voltage Electrical Inspection of Pipeline Coatings
 - 4. SSPC-SP6/NACE No. 3 – Commercial Blast Cleaning
 - 5. SSPC-SP10/NACE No. 2 – Near-White Blast Cleaning
 - 6. SSPC PA2 – Measurement of Dry Coating Thickness with Magnetic Gages

1.2 QUALITY ASSURANCE FOR SHOP APPLIED COATINGS

- A. Companies providing these services must have 5 years of experience applying the specified materials.

1.3 SUBMITTALS

- A. Submit external coating system to be used for pipe cylinders, special sections and fittings, and provide the following data for each:

1. Manufacturers' product information
 2. Submit tape color
 3. Recommended repair procedures and materials
 4. Technical information
 5. Field application procedures
- B. Submit temporary removable coating with manufacturer's application and removal instructions.
- C. Submit coating adhesion testing data.

PART 2 - PRODUCTS

2.1 DIELECTRIC COATINGS FOR STRAIGHT PIPE SECTIONS

A. Machine Applied Tape Wrapped Coating:

1. Conform to AWWA C214 except as modified herein.
2. For pipe 20-inches in diameter and smaller, the tape coating system shall have two layers of tape. The inner layer shall be for corrosion protection and the outer layer for mechanical protection. Each layer shall be 25 mils minimum with a total thickness of 50 mils minimum.
3. Compatibility: Primers and tapes shall be supplied by the same manufacturer.
4. Each layer shall be a different color.
5. The outer-layer tape shall have an integral light blue or white color and shall be resistant to ultraviolet light. Tape layers shall have adhesive for the full width of the tape. Adhesive shall have the ability to stick to itself and to the proceeding tape layer or pipe.
6. Outer wrap shall have sufficient ultraviolet (UV) inhibitors to resist above grade exposure for a minimum of 12 months or the proposed storage and construction time, whichever is greater.
7. Tape width is dependent on pipe diameter and shall be per AWWA C214 Table 5.
8. Acceptable products:
 - a. Polyken YG III System Primer, No. 1039 or 1033a
Innerwrap, No. 989, 20 mils nominal

Intermediate wrap, No. 955, 30 mils nominal
Outerwrap, No. 956, 30 mils nominal.

- b. Tek-Rap 250/255 System
Primer, 200 Series
Innerwrap, 250 Series, 20 mils nominal
Intermediate wrap, 255 Series, 30 mils nominal
Outerwrap, 255 Series, 30 mils nominal.
- c. Wrap-tite System
Primer, WT27EF
Innerwrap, 55-20, 20 mils nominal
Intermediate wrap, 365-30, 30 mils nominal
Outerwrap, 365-30, 30 mils nominal.
- d. Or equal as approved by the Engineer.
- e. For pipe diameters less than 20-inches omit the intermediate wrap.

2.2 SHOP APPLIED DIELECTRIC COATINGS FOR SPECIAL SECTIONS AND FITTINGS

A. Tape Coating

- 1. Conform to AWWA C209, Type II, except as modified herein.
- 2. Compatibility: Primer and tape shall be products of the same manufacturer as produced the machine applied coating.
- 3. The outer-layer tape shall have an integral light blue or white color and shall be resistant to ultraviolet light degradation.
- 4. Acceptable products:
 - a. Polyken YG III System Primer, No. 1039 or 1033a
Innerwrap, No. 989, 20 mils nominal
Intermediate wrap, No. 955, 30 mils nominal
Outerwrap, No. 956, 30 mils nominal.
 - b. Tek-Rap 250/255 System
Primer, 200 Series
Innerwrap, 250 Series, 20 mils nominal
Intermediate wrap, 255 Series, 30 mils nominal
Outerwrap, 255 Series, 30 mils nominal.
 - c. Wrap-tite System
Primer, WT27EF
Innerwrap, 55-20, 20 mils nominal

Intermediate wrap, 365-30, 30 mils nominal
Outerwrap, 365-30, 30 mils nominal.

- d. Or equal as approved by the Engineer.
- e. For pipe diameters less than 20-inches omit the intermediate wrap.

2.3 FIELD COATINGS

A. Spirally wrapped pipe tape:

- 1. Tape shall conform to AWWA C209, Type II.
- 2. Tape shall be resistant to ultraviolet light degradation.
- 3. Acceptable products:
 - a. Polyken 930 tape and Polyken 1027 primer
 - b. Tek-Rap 270 Series and Tek-Rap 200 Series primer
 - c. Wrap-tite WT 330-35 tape and WT27EF primer
 - d. Or equal as approved by the Engineer
- 4. Minimum tape thickness: 35 mils
- 5. Tape width: As recommended by the tape manufacturer for the pipe diameter, but not more than 6"

2.4 STORAGE PRIMER COATING

A. Products: Polyken Primer No. 1039, or equal as approved by the Engineer

PART 3 - EXECUTION

3.1 MINIMUM SURFACE PREPARATION:

- a. All FBE surfaces shall be brush or sweep blasted to provide a roughened surface prior to application of primer.
- b. All bare steel pipe specified to be dielectrically coated shall be cleaned and prepared in accordance with SSPC-SP6, Commercial blast, 1.5 to 3.0 mils blast profile.
- c. Grind off all sharp edges and points on welds and surfaces.
- d. Welds shall be ground smooth with no more than a 1/16" weld crown and tapered smoothly into the parent material, with no sharp edges.

3.2 APPLICATION OF DIELECTRIC COATINGS – GENERAL

- A. Polyethylene tape wrap shall be installed as a secondary coat to the exterior of the pipeline after the primary fusion bonded epoxy coat is installed and inspected.
- B. Straight pipe sections and fittings and special sections shall be coated with cold-applied tape wrap. Pipe field joints shall be coated with tape wrap.
- C. Prior to shipment of the pipe, furnish a certificate of compliance stating that the coating materials furnished comply with the requirements of these specifications and referenced AWWA standards. The certificate shall be substantiated by the coating manufacturer's production quality control test results. Test data shall be furnished for each batch used.
- D. The coating manufacturer's technical representative shall be present at the pipe fabrication shop during the initial application of coatings to pipe cylinders, specials, fittings, connections and elbow fittings to ensure proper installation, and shall be present additionally as required to resolve shop problems.
- E. The coating manufacturer's technical representative shall prepare a report describing any deficiencies and solutions regarding the pipe manufacturer's coating operation, and submit within three (3) work days to the Engineer.
- F. The hold-back at the pipe ends shall be as shown on the drawing. The exposed bare steel of the hold-back shall be protected from corrosion during shipment and storage by a temporary removable coating acceptable to the Engineer. Application of the temporary coating shall be in accordance with manufacturer's instructions.
- G. Welds shall be ground in accordance with the applicable requirements of Article 3.2 of this Section.

3.3 SHOP APPLICATION OF DIELECTRIC COATINGS – STRAIGHT PIPE SECTIONS

- A. Machine-Applied Tape Coating
 - 1. Install in accordance with applicable sections of AWWA C214.
 - 2. Minimum surface preparation:
 - a. See section 3.1.
 - 3. Primer:
 - a. Agitate in accordance with manufacturer's recommendation.
 - b. Prime immediately after brush or sweep blast. Primer shall be applied while the primer is at the temperature recommended by the coating manufacturer.

- c. Coverage shall be in accordance with manufacturer's recommendations but shall not exceed 800-sq. ft. per gallon. Bare spots with no primer coverage are not allowed.
 - d. Remove any imperfections such as foreign material, drips, and runs. Re-prime.
 - e. Primer shall be dry to touch prior to the application of inner wrap.
4. Application of inner and outer tape wraps:
- a. Pipeline tape shall normally be applied at a roll body temperature above 75°F, and at an ambient temperature above 45°F, and at least 5°F above dew point. Pipeline tape shall be stored up to the time of application under such conditions and for a sufficient period of time that the roll body temperature shall be above 75°F for the innerwrap and 90°F for each of the outerwraps at the time of application.
 - b. Pipeline tape as specified shall be spirally wrapped by a wrapping machine approved by the tape manufacturer onto cleaned, dry, and frost-free, primed pipe with one-inch minimum lap. The end of each new roll shall overlap the end of the preceding roll by a minimum of two tape widths. This end-lap shall be hand applied without tension and shall be pressed into position by several wiping strokes of the hand. Its spiral angle shall parallel the previously applied spiral and it shall be smoothly applied without twist or distortion.
 - c. The adhesive on the free ends of the outerwrap of each pipe section shall be primed and hand pressed into place.
 - d. Operators shall make necessary adjustments, including spindle-brake tension adjustments, to continuously provide a uniform, tight wrinkle-free coating. A smooth, taut coating accomplished with a tape-width drawdown not in excess of 1.5 to 2%. Wrinkles, puckers, and voids will not be allowed.
 - e. During application of tape, tape shall be overlapped by a minimum of 1 inch. Tape spindles shall be adjustable to allow staggering of succeeding layers of tape. Succeeding layers of tape shall be applied so that the laps are staggered by at least 2 inches.
5. Inspection and Repair
- a. After the application of the primer and inner layer tape and prior to the application of the outerwrap, the pipe tape shall be electrically tested for flaws with a high voltage holiday detector in accordance with NACE

Standard Practice SP-0274-2011-SG, "High Voltage Electrical Inspection of Pipeline Coatings."

- b. The voltage of the detector shall be adjusted to within 20% of the voltage calculated by formula:

$$\text{Voltage} = 1250 (T)^{1/2};$$

where T = the average thickness of the innerwrap tape in mils.

The optimum travel rate of the holiday detector shall be determined by testing on a tape wrapped pipe section with a known, pin type holiday.

- c. Defective locations shall be clearly indicated by a circular mark or cross immediately upon discovery by visual examination or by the holiday detector. Engineer shall be present and verify holiday testing.
 - d. All holidays and minor damaged or defective coating shall be repaired immediately by removing all loose tape and outer wrap from the damaged area, applying primer and a patch of the specified tape or outer wrap. Primer shall be dry to the touch before the tape patch is applied. Pinholes shall be repaired by applying primer and a patch of inner wrap tape at least 4" square. The patch shall extend a minimum of 4 inches beyond the damaged area. Prime the tape patch and cover with outer wrap.
 - e. The repaired areas shall be checked for holidays with a high voltage holiday detector.
6. Adhesion tests:
- a. The Engineer will witness adhesion test of the innerwrap tape to the primer coated steel. Testing shall be conducted in accordance with AWWA C214, Section 5.3.3.
 - b. Repair damaged or defective coating in accordance with Paragraph 5.d above and other provisions of this section.

3.4 SHOP APPLICATION OF DIELECTRIC COATINGS – SPECIAL SECTIONS AND FITTINGS

A. Tape coating

- 1. See section 3.1 for surface preparation
- 2. Use the same machine applied 50- mil tape coating system used on the pipe according to diameter.

3. Use the hand applied repair and joint wrap system from the same manufacturer when the machine applied system cannot be applied.
4. Coating used and application procedure shall be approved by tape manufacturer.
5. Inspect and repair in accordance with Article 3.5.B and other provisions of this section.

3.5 FIELD APPLIED DIELECTRIC COATINGS

A. Field (girth) joints:

1. Spirally wrapped pipe tape:
 - a. Prime in accordance with tape manufacturer's recommendations.
 - b. Spirally wrap tape onto pipe, half lapping it to provide two layers. Apply tape with sufficient tension to conform to surface irregularities and in accordance with the manufacturer's instructions.
 - c. Minimum applied thickness: 50 mils.
 - d. Overlap adjacent existing dielectric coating 3 inches minimum.

B. Elbows and tees:

1. Prime in accordance with tape manufacturer's recommendations.
2. Spirally wrap tape onto pipe, half lapping it to provide a minimum of two layers. Apply tape with sufficient tension to conform to surface irregularities and in accordance with the manufacturer's instructions.
3. Minimum applied thickness: 50 mils for 16" and smaller pipe; 80 mils for 20" and larger pipe.
4. Overlap adjacent existing dielectric coating 3 inches minimum.

C. Inspection of field coatings:

1. Visually inspect coatings and repair defects.
2. Inspect field girth joints and other field coatings using high voltage detector.

3.6 REPAIR OF DIELECTRIC COATINGS

A. General:

1. All areas where holidays are detected or coating is visually damaged, such as blisters, tears, rips, bubbles, wrinkles, cuts, or other defects shall be repaired. Areas where no holidays are detected, but are visually damaged shall also be repaired.
 2. Maximum defects allowable shall be as specified herein for the coating system.
- B. Tape Wrap Coating Repairs:
1. General:
 - a. No more than five repairs per joint of pipe will be permitted with tape wrap coating, excluding adhesion test damage. The coating on any pipe with more than five coating repairs or with more than two areas of coating damage greater than five square feet will be rejected.
 - b. Pipes exceeding the maximum number or size of coating defects shall be stripped, reblasted, and recoated.
 - c. Pipe arriving in the field with defects or repairs exceeding the maximum number or size of coating defects will be returned to the shop for recoating at the Contractor's expense.
 - d. The number of layers and total thickness of the tape repair coating shall be the same as the shop-applied coating; unless heat applied coating material is used.
 - e. Wipe the area to be repaired with solvent for a minimum distance of 4 inches outside the damaged area.
 - f. Coating repair and adhesion testing shall be performed in accordance with AWWA C214, and shall follow the manufacturer's recommendations.
 2. Defect Size:
 - a. Minor repairs - repairs that are less than 6 inches in the greatest dimension, measured after cutout of damaged tape layers. Damage to the inner tape layer will be considered minor only if repairs are made using heat applied patch materials.
 - b. Major repairs - repairs that exceed 6-inches in the greatest dimension or where damage to the inner tape layer has occurred and hand applied tape repairs will be used.
 3. Minor Repairs:

- a. Complete minor repairs using a heat applied coating patch material. Raychem Perp-Polyethylene Repair Patch or equal as approved by the Engineer.
 - b. Carefully remove damaged layers by cutting the coating with a sharp knife without cutting or damaging the inner wrap.
 - c. Cut middle and outer layers in stepped fashion to expose 1-inch or more of the underlying tape layer for the circumference of the repair.
 - d. Cut patch material to overlap onto the undamaged coating a minimum of 2 inches on all sides with 1-inch radius on each corner of the patch.
4. Major Repairs:
- a. Carefully remove damaged layers by cutting the coating with a sharp knife without cutting or damaging the inner wrap.
 - b. Cut middle and outer layers in stepped fashion to expose 1-inch or more of the underlying tape layer for the circumference of the repair.
 - c. Width of sleeve shall be the width of the damaged area plus 4-inch overlap. Multiple sleeves may be used for larger repairs, but must be overlapped a minimum of 2 inches.

END OF SECTION

SECTION 09 96 56.10

FUSION-BONDED EPOXY COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Provide fusion-bonded epoxy (FBE) lining and coatings as shown on the drawings and as specified herein.
 - 1. FBE shall be used for the lining system
 - 2. FBE shall be used for the primary coat of the two-part coating system
- B. Related sections:
 - 1. Section 01 33 00 – Submittal Procedure
 - 2. Section 01 45 27 – Shop Inspection
 - 3. Section 33 11 13.62 Dielectric Coatings for Steel Pipe
 - 4. Section 40 20 20 Mechanical Piping
- C. Special requirements:
 - 1. Either electrostatic spray method or fluidized bed method of application may be used for shop coating of standard weight pipe (SWP) or fabricated pipe specials.
 - a. Depth of fluidized bed shall be a minimum of one foot greater than the longest pipe section.

1.2 REFERENCES

- A. SSPC-1 – Solvent Cleaning
- B. SSPC-SP 5 – White Metal Blast Cleaning
- C. SSPC-SP 11 – Power Tool Cleaning to Bare Metal
- D. SSPC-PA 2 – Procedure for determining conformance to dry coating thickness requirements
- E. AWWA C213-15 – Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines

1.3 SUBMITTALS

- A. Product data: Submit manufacturer's current specifications or technical information that proves compliance with the specified requirements.
- B. Manufacturer's instructions: Submit manufacturer's written instructions and recommendations for field coating and repair of coating system.
- C. Submit list of all coatings proposed for use.
 - 1. Identify each coating by brand name and manufacturer, and indicate what items will be painted with the coating.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Applicator: Regularly engaged in application of similar coatings for at least two years immediately prior to this work.
 - 2. Workers: Experienced and knowledgeable in preparation for and application of fusion-bonded epoxy coatings.

1.5 JOB CONDITIONS

- A. Environmental conditions:
 - 1. Do not abrasive blast when ambient temperature is less than 5 degrees F above dew point.
 - 2. Apply coatings only when conditions are within the limits prescribe by the manufacturer but, in any case, do not apply coatings when:
 - a. Metal temperature is less than 425 degrees F for fluidized bed
 - b. Metal temperature is below 55 degrees F for repair work
 - c. Relative humidity is greater than 70 percent for fluidized bed
 - d. Relative humidity is greater than 85 percent for repair work
 - 3. The cleaned pipe surface shall be protected from conditions of high humidity, rainfall, and surface moisture. The pipe surface shall not be allowed to flash rust before coating.
- B. Safety:
 - 1. Comply with the applicable safety recommendations of SSPC-PA-Guide 3 and Good Painting Practice, Chapters 2.4 and 5.3.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Coating: 100% solids, fusion-bonded, thermo-setting resin powder.
- B. Approved products:
 - 1. Electrostatic spray: Scotchkote No. 134 (green), 3M
 - 2. Fluidized bed: Scotchkote No. 203 or No. 206N, 3M
 - 3. Or equal as approved by the Engineer

2.2 APPROVED APPLICATORS

- A. U.S. Pipe Fabrication, Inc., Marysville, CA, (530) 742-5171
- B. Reliable Powder Coating, San Leandro, CA, (510) 895-5551
- C. Processes by Martin, Lynwood, CA, (310) 637-1855
- D. Or applicator that is certified by the manufacturer and approved by the District

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Grind smooth all surface irregularities, welds, and weld spatter to SP-0178 Designation D.
- B. Grind smooth and round all sharp metal edges to a minimum 1/8" radius.
- C. Abrasive blast surfaces to white metal in accordance with SSPC-SP 5.
- D. Surface anchor profile: 1.5 to 4.0 mils
- E. Mask areas to be left bare as shown on the Standard Weight Fusion Bonded Epoxy Lined & Coated Steel Pipe Joint Detail Sketch.
- F. Oxidation of the steel prior to coating in the form of "blueing" or other apparent oxide formation is not acceptable. If such oxidation occurs, the pipe shall be cooled to ambient temperature and re-cleaned.
- G. The heat surface shall not leave a residue or contamination on the pipe surface. Graduated "Tempilstik" crayons shall be used and supplied to the District by the Contractor to measure the temperature. Only a small spot of pipe shall be touched with the "Tempilstik". Optical pyrometers may be used in addition to, or in lieu of "Tempilstik". The calibration of the optical pyrometer shall be checked at least twice daily.

3.2 LINING AND COATING APPLICATION

- A. Preheating, coating application and post-curing shall be in accordance with the coating manufacturer's instructions and AWWA C213.
- B. Dry film thickness of cured coating shall be as follows:
 - 1. 12 mils minimum on the interior surfaces,
 - 2. 6 mils minimum on the exterior surfaces.
- C. Lining and coating shall be free of holidays.
- D. Finished coating shall be well bonded and have no sags or runs.

3.3 QUALITY CONTROL

- A. District will inspect surface preparation and application of the lining and coating system. Provide notification for District staff to be present for abrasive blasting. See Section 01 45 27, Shop Inspection, for inspection advance notification requirements and District travel expenses.
- B. The finished coating shall be inspected and tested at the coating plant by the applicator for holidays and for coating thickness. All testing shall be done in the presence of District staff.
- C. Thickness shall be measured with a non-destructive paint film thickness gauge such as Mikrotest and in accordance with SSPC-PA 2, Procedure for determining conformance to dry coating thickness requirements.
- D. As directed by the Engineer, test using either a low voltage wet sponge holiday detector.
 - 1. Low voltage wet sponge holiday detector, for coatings to 20 mils dry film thickness, shall be equal as approved by the Engineer to K-D Bird Dog or Tinker-Rasor M-1. Add a non-sudsing wetting agent, such as Eastman Kodak Photo-Flo to the water used to saturate the sponge.
- E. The finished coating shall have the following physical properties:
 - 1. Adhesion test: 3,000 psi minimum when pulling the appropriate sized dolly from surface coating to which it has been adhered using a DeFelsko PosiTest Automatic Adhesion Tester Model AT-A, or equal as approved by the Engineer.
- F. Any work found deficient shall be repaired and brought to full compliance with these specifications. Retest after coating repairs.

3.4 FIELD REPAIR OF COATINGS

- A. After installation of coated items, repair damaged areas and any gaps in shop-applied coatings. Gaps are typically from coating hold-back areas for field welds.
- B. Bare Metal: Prior to coating, prepare the bare metal surface per SSPC-SP3 by removing all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling.
- C. Feathered Coating Overlap: Prepare the shop applied coating next to the bare metal by using 80-grit sandpaper to roughen the coating and also uniformly feather the coating from full thickness at 1" minimum from the metal edge to bare metal at the metal edge.
- D. Debris left from power tool and sanding preparation shall be removed by compressed air blast.
- E. After preparation by power tool, then prepare surface per SSPC-SP1, by removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam.
- F. In cold weather, uniformly preheat the bare steel area prior to application as required by the coating manufacturer. The steel surface area temperature shall be measured to be at least 5 deg-F higher than the measured air dew-point temperature in the work area.
- G. Prime the area with a primer that is compatible with the cold-applied tape wrap system per 33 11 13.62 for this project.
- H. Comply with recommendations of the coating manufacturer.

END OF SECTION

SECTION 01 45 27

SHOP INSPECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Work includes:

1. Provide the District's Plant Inspection Section with advanced notification for Short Term (three consecutive weeks or less at one facility), and Long Term (more than three consecutive weeks at one facility) inspection assignments, and reimburse the District for travel expenses described in this Section.
2. Provide notification to the District's Plant Inspection Section of all work performed off the project site in fabrication, assembly, and coating plants; provide safe access to all areas where work is being performed.
3. The District reserves the right to use Third Party Inspectors in lieu of District personnel. All aspects of this section shall also apply to District contracted Third Party Inspectors.
4. For Long Term assignments provide the following:
 - a. Adequate office space including desk, office chair, lighting, and climate control;
 - b. A large format (up to 11 X 17 paper size) printer/scanner/copier and paper and printer supplies for the duration of the assignment;

B. Contractor and its Material Suppliers shall ensure that there shall be adequate lighting, ventilation, and safety procedures in place to permit safe and thorough inspection at all times.

C. All inspection and measurement tools and equipment employed by Contractor or Material Suppliers shall be made available to the District and remain in the area for inspection, and shall be subject to regular inspection and verification by the Contractor that such tools and equipment are properly calibrated and in an operable condition.

D. Contractor and its Material Suppliers shall identify in writing the person responsible for the receipt and coordination of all Inspector communications. A

representative from the Material Supplier responsible for Quality Control shall be present and available to the Engineer at all times during the course of inspections.

- E. Contractor and its Material Suppliers shall respond promptly to address and correct all fabrication and inspection processes to comply with the Contract Documents. Corrective measures undertaken by the Contractor and/or Material Supplier shall be documented and the documentation made available for review, inspection and copying by the Engineer at all times.
- F. See individual sections, listed in Article 1.4, for specific processes requiring shop inspection.

1.2 WITNESS NOTIFICATION

- A. The Contractor shall provide advanced written notification including the following information:
 - 1. The related specification section(s);
 - 2. Details of materials, parts or components to be inspected/tested;
 - 3. Name and location of shop to be visited;
 - 4. Shop's contact information;
 - 5. Approved submittal number; and,
 - 6. Proposed dates for those processes described in this and related Sections (Quality Control) for each shop location.
- B. The shop where the inspections and tests will occur shall contact the District Plant Inspection Section at (510) 287-1132 to schedule all shop inspections. Visits will be scheduled based on Engineer's availability.
- C. Notification Schedule:

ONE-WAY DISTANCE FROM OAKLAND	SHORT TERM ASSIGNMENTS	LONG TERM ASSIGNMENTS
less than 75 miles	5 work days in advance	15 work days in advance
75 to 200 miles	10 work days in advance	15 work days in advance
greater than 200 miles	15 work days in advance	20 work days in advance
international	30 work days in advance	30 work days in advance

- D. Shift work outside of standard first shift work hours (7 AM to 5 PM), including changes to previously staffed shift work (excluding cancelation of shift work), require advanced approval by the Engineer. Following approval by the Engineer, shift work shall start no sooner than the first Monday following 10 work days' notice for locations up to 200 miles from Oakland, and the first Monday following 15 work days' notice for locations over 200 miles from Oakland.
- E. If the required notification is not given, the District will schedule the witness inspection at its convenience and the activity to be witnessed shall not proceed until the Engineer arrives or the Engineer notifies the Contractor that it is choosing to waive its witness inspections. In the event that the required notification is not given and the activity has occurred in the absence of the Engineer, the Engineer may reject the processes completed to date and require the activity to be redone.
1. Delays resulting from failure to provide the required notification will be non-excusable. Expenses incurred by delays; repeat of the work process; or to correct unacceptable work shall be borne by the Contractor.
- F. Out of Country Inspection and Witnessing
1. Equipment and items of supply that are subject to witness inspection by the District as identified in Article 1.4, "Witness Schedule" and other contractually required work and all places to be used for their production or testing, shall be available to District personnel. The District's decision that such equipment, items, or work cannot be safely inspected or

observed, including a decision that the country, area, or facility in which production or testing is to occur may not be safe for District personnel shall be final and shall preclude the Contractor's utilization of such country, area or facility. The District will consult the US Department of State website

(<https://travel.state.gov/content/passports/en/alertswarnings.html>) for "Travel Advisories" to countries and regions to determine the safety of international travel. Areas with travel advisories shall not be considered for procurement of items that require District inspection.

G. Confidentiality or Non-Disclosure Agreements

1. Facilities that require execution of a Confidentiality or Nondisclosure Agreement (NDA) shall submit a copy of the agreement for review to the District through the submittal process for the project or purchase agreement prior to requesting District inspection. The NDA will be considered an agreement between the District (not individual inspectors) and the requesting company. The requirements of the California Public Records Act shall supersede the terms of any NDA and language to that effect will be included in the NDA by the District.

1.3 TRAVEL EXPENSES

- A. The Contractor shall include in the bid price all travel expenses for the Engineer to conduct the witness inspections noted if any of the inspections are to be performed at a locality exceeding 125 miles one way from Oakland, CA.
- B. Travel expenses include hotel lodging at an establishment rated three diamond or better by American Automobile Association (AAA), or comparable listing, and a minimum \$61 meal and incidental expenses allowance per day, or at the rate established by US General Services Administration (for domestic) or US Department of State (for international), whichever is greater, for the duration of the trip.
- C. If travel exceeds 200 miles one way from Oakland, CA, in addition to the expenses described in 1.3.B, travel expenses shall also include round trip direct route coach airfare from Oakland, CA; San Francisco, CA; Sacramento, CA; or San Jose, CA Airports to manufacturer's plant or testing facility, mid-sized car rental or taxi services, fuel, tolls, ground transportation to and from the airport, and airport parking at the departing airport; the following expenses shall apply as determined by the Engineer:
 1. For international or travel outside the continental United States, per diem rates are those established by the US Department of State for the specific location and dates of travel. Travel expenses may include the

direct cost of securing passports, visas, language interpreters, document translators, communications, and internet access.

2. If weekend stays are requested to defray transportation costs, reimbursement for the Engineers' stay over the weekend will include meal allowance, hotel expenses, phone and internet access charges, rental car or transportation charges to and from eating establishments, laundry service, language interpreters, or other necessary business expenses or services.
 3. Reimburse the District for any inspection that has to be repeated due to repair or rework of unacceptable work. Reimbursement shall include District Engineers' wages, or if done by a District agent, the agent's complete invoice for the needed inspection.
- D. All fees incurred such as airline reservation change fees, loss of fare due to purchase of nonrefundable tickets, hotel cancellation/rebooking fees, etc., due to Contractor-requested changes to the inspection schedule after the initial notification shall be borne by the Contractor.

1.4 WITNESS SCHEDULE

- A. The District will witness the following processes as specified in the applicable specification sections listed below or as required elsewhere in the Contract Documents. For purposes of estimating, anticipate that one Engineer will cover only one shift of shop inspection work per plant site. The costs for additional inspection required by the operation of more than one work shift per day or by more than one shop inspection site per day shall be included in the bid costs.
- B. For pipeline projects, one additional Engineer is required at pipe manufacturing facilities for the sole purpose of reviewing radiographs.

Spec. Section	Section Title and Description
09 96 56.10	Fusion-Bonded Epoxy Coatings - Surface preparation, coating application and testing
33 11 13.62	Cold Applied Tape Coatings- Surface preparation, coating application and testing
40 20 20	Mechanical Piping- Standard weight steel pipe

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION