

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2507A for DUCTILE IRON PIPE AND FITTINGS

Contact Person: Becky Sharpe

Phone Number: 510-287-0644

E-mail Address: Becky.Sharpe@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/> 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.

Bids Due
by
2:00 p.m.
on
June 4, 2025

All bid submissions hand-delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below and must be received no later than 2:00 p.m. on the bid due date.

RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM – 3:30 PM only) to: EBMUD–Purchasing Division Ductile Iron Pipe and Fittings - RFQ 2507A 375 11 th Street Oakland, CA 94607	RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to: EBMUD–Purchasing Division Ductile Iron Pipe and Fittings - RFQ 2507A P.O. Box 24055 Oakland, CA 94623	RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only) EBMUD–Purchasing Division Ductile Iron Pipe and Fittings - RFQ 2507A Purchasing Office 375-11 TH Street, 1 st Floor Oakland, CA 94607
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EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2507A

for

Ductile Iron Pipe and Fittings

TABLE OF CONTENTS

I.	STATEMENT OF WORK	3
A.	SCOPE.....	3
B.	BIDDER QUALIFICATIONS	3
C.	SPECIFIC REQUIREMENTS	3
D.	DELIVERABLES / REPORTS	5
E.	INSPECTION	7
F.	FAILURE TO MEET SPECIFICATIONS.....	7
II.	CALENDAR OF EVENTS	8
III.	DISTRICT PROCEDURES, TERMS, AND CONDITIONS	8
A.	RFQ ACCEPTANCE AND AWARD	8
B.	BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS	9
C.	PRICING.....	9
D.	PRICE ADJUSTMENTS.....	10
E.	NOTICE OF INTENT TO AWARD AND PROTESTS.....	10
F.	METHOD OF ORDERING	11
G.	TERM / TERMINATION / RENEWAL	11
H.	WARRANTY	12
I.	INVOICING	13
J.	DAMAGES FOR LATE DELIVERY	13
IV.	RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION	13
A.	DISTRICT CONTACTS	13
B.	SUBMITTAL OF RFQ RESPONSE	14

ATTACHMENTS

EXHIBIT A – RFQ RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – SPECIFICATIONS

- SECTION 33 05 19.05P – FABRICATION OF DUCTILE IRON PIPE AND FITTINGS
- SECTION 33 11 13.10P – POLYWRAP

EXHIBIT F – NSF PFAS Testing for Drinking Water System Components

I. STATEMENT OF WORK

A. SCOPE

It is the intent of this RFQ, specifications, terms, and conditions to describe requirement to manufacture, complete, and deliver bell and spigot restrained joint (push-on design) ductile iron (DI) pipe with cement mortar lining and zinc exterior coating or epoxy coating as specified and all necessary components including fittings, gaskets, and polyethylene encasement to provide a functional installation of a potable water pipeline.

East Bay Municipal Utility District (District) intends to award a one-year contract, with four options to renew for an additional one-year period, exercised at the sole discretion of the District, to the lowest cost bidder(s) whose response meets the District's requirements.

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 ductile iron pipe and fittings for at least five (5) years.
- b. Bidder shall be a manufacturer or *authorized direct distributor* of ductile Iron pipe, fittings, and necessary components. **Bids from third-party distributors, brokers or non-value added resellers will not be accepted.**

C. SPECIFIC REQUIREMENTS

Ductile Iron pipe and fittings shall be zinc exterior coated and cement-mortar interior lined. Push-on ductile iron fittings may also be epoxy coated as specified in the Bid Form Schedules and Specification Section 33 11 13.10P in Exhibit E.

Gaskets shall be for Tyton Licensed push-on, flanged, or restrained joints.

Refer to Exhibit E, "Specification Section 33 05 19.05P, Fabrication of Ductile Iron Pipe and Fittings" for all requirements.

Polyethylene encasement shall be V-Bio Enhanced Polywrap licensed by DIPRA; no acceptable substitutions. Refer to Exhibit E, "Specification Section 33 11 13.10P, Polywrap" for all 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 chemicals that will be in contact with or added to drinking water shall be certified by NSF to NSF/ANSI Standard 60.
3. For materials:
 - a. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
 - b. 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.
 - c. Contractor must also include a statement or description of current or tentative plans for implementation of the NSF PFAS for Drinking Water System Components Testing/Certification Requirements (Exhibit F), should the proposed requirement become law. If contractor has no tentative or current plans, please state such.
 - d. Within 24 months of the contract award, contractor shall submit results from NSF PFAS Testing for Drinking Water System Components (Exhibit F).
4. For chemicals:
 - a. Documentation which demonstrates current NSF/ANSI Standard 60 certification shall be submitted by the bidder in their bid package.
 - b. 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.

D. DELIVERABLES / REPORTS

IDENTIFICATION OF PIPE AND FITTINGS

Ductile iron pipe and fittings shall be clearly marked in compliance with manufacturing standards. Upon request, the Manufacturer shall provide information for deciphering the Manufacturer's production code.

At a minimum, the following shall be cast or labeled on the pipe:

1. Pressure or thickness class
2. Production code from which the manufactured date and location can be determined
3. Name and/or trademark of Manufacturer
4. Nominal pipe size
5. Fitting type (i.e. 45), for fittings
6. NSF-61 marking
7. Manufacturing standard reference (AWWA, ASTM, etc.)
8. Application of zinc coating
9. Identification that pipe has been Gauged Full Length (for pipe larger than 12 inches in diameter)

DELIVERY, STORAGE, AND HANDLING

Prior to delivery, each opening in the pipe or fittings shall be securely capped/plugged with removable plastic caps/plugs to prevent foreign matter from entering the pipe. The caps/plugs shall be designed to fit either as a cap on a spigot or a plug in a bell. Ends shall remain capped/plugged until ready for installation. Pipe ends shall be wrapped for shipment so that caps do not become dislodged during transport.

Store pipe, fittings, and other accessories such that they do not accumulate and hold rainwater, dirt, or debris. Gaskets shall be protected from long term exposure to sunlight. Plugs of rags, wood, cotton, waste or similar materials shall not be used. All piping materials shall be stored away from standing water.

During loading, transportation and unloading, every precaution shall be taken to prevent damage to the material. Under no circumstances shall the pipe, fittings and appurtenances be dropped or skidded against each other. Slings, hooks or pipe tongs

shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipe.

Pipe shall be packaged with 4"x 4" timbers under each stack and between each row of pipe with adequate blocking to prevent pipe from rolling or falling during unloading. District is responsible for all unloading and stacking of pipe. Fittings shall be delivered on pallets or in crates, sorted by size and type in each crate (or on each pallet) and labeled accordingly. If crates are used, they shall be no more than 30" tall to ensure ease of access to fittings at the bottom row.

Rope or other devices shall not be attached through the interior of pipe for handling. Soft slings may be used inside fittings for handling if needed.

If materials are damaged or found defective upon delivery, the damaged or unsatisfactory pipe or fittings shall be replaced with materials conforming to these specifications.

Delivery of pipe shall be within ten to twelve weeks after order release, in accordance with these specifications.

Delivery tags or packing slips must accompany every shipment to the District and must include the District's purchase order number, the EBMUD Item Number, a brief description for each item, and the quantity in shipment. All like items in each shipment should be palletized together and when possible, there shall only be one type of item per pallet. All items contained in each pallet shall be clearly marked on the outside of each pallet in a visible location.

Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. No deliveries will be received on holidays recognized by the District. The shipment date indicates the beginning date of the shipping schedule. Delivery address is Oakport Storage Center, 5601 Oakport Street, Oakland, CA 94621.

SUBMITTALS

Manufacturer's Certificate of Compliance, including references to the lot numbers of the pipe and fittings shall be submitted with each shipment prior to or at the time of delivery. The Certificate of Compliance shall state that the requirements of these specifications have been met for all pipe and fittings furnished, including National Sanitation Foundation (NSF) 61 certification and hydrostatic testing.

Manufacturer's published catalog information for all products.

Manufacturer's approved installation and assembly instructions.

Manufacturer shop drawings providing means and methods for attaching bonding

jumpers between ends of pipes and fittings (weld plates, screw taps, or other means, as approved by the District).

Refer to Exhibit E, Specification 33 05 19.05P – Fabrication of Ductile Iron Pipe and Fittings for additional submittal information.

E. INSPECTION

QUALITY ASSURANCE

Factory Hydrostatic Test: All ductile iron pipe shall be subject to factory hydrostatic test of at least 500 psi for a period not less than 5 seconds per AWWA C151. Certified test results shall be furnished to the District prior to shipment.

All furnished materials shall be new and as specified herein. Refurnished materials shall not be provided.

Inspection of pipe and fittings will be conducted by the District upon delivery, and at the jobsite prior to installation. The piping materials shall be subject to rejection at any time on account of failure to meet any of the specified requirements. Furnished pipe and materials rejected upon delivery will be returned to the Manufacturer. Pipe and materials rejected after delivery shall be marked for identification and removed from the storage yard or jobsite. In the case that an item or lot is rejected, the District will provide Contractor and the EBMUD Purchasing Division with a Construction Division Field Memo or Inspectors Job Report which will itemize the product deficiencies. Cost for returning rejected materials shall be borne by the Contractor.

Upon the District's request, records of quality control testing shall be furnished within five calendar days.

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.

At its discretion, the District may perform a factory inspection of the production facility before the contract is awarded to ensure conformance to the product specifications, at the District's expense. The District reserves the right to reject bid(s) due to non-conformance to the specifications.

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

F. 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	May 21, 2025
Response Due	June 4, 2025 by 2:00 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	July 10, 2025

Note: All dates are subject to change by District.

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.

RFQ responses based on equivalent products must:

1. Use Exhibit A "Exceptions, Clarification and Amendments" to clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ.
2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this RFQ.

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. PRICE ADJUSTMENTS

Prices shall be firm for the initial one-year term of the contract. Thereafter, prices may be adjusted to reflect changes in raw material costs and state or federally mandated fees. Price adjustment requests must be submitted to the District for review and consideration a minimum of 60 days prior to their going into effect. All increase requests must be accompanied by supporting documentation from the party levying the increase or fee (i.e. raw materials increase notifications or changes in state/federal fees on the letterhead of the supplier or agency). Increase requests will only be granted once in a given contract year, after the completion of the initial one-year term of the contract. The seller is expected to manage costs associated with labor and other overhead costs for the life of the original agreement and all related option-year extension periods.

E. 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) workdays 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 workday 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 workdays 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.

F. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. Contractor shall provide clear shipping documentation (BOL, packing slip) with each shipment, including at a minimum: PO number, item name, District item number, description and quantity of each component included in the shipment.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Invoices must correlate to shipments and invoices must contain all required information from the packing slip as well as the packing slip number and shipment date.
5. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

G. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one year.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for four (4) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the

event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days' notice to locate a suitable replacement contractor.

3. 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.
4. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

H. 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 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

I. 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, PO number, Packing Slip number(s) and shipment date(s) item name, District item number, description and quantity of each component included in the shipment.
4. Pipe shall be billed and paid for by the nearest whole foot. Sticks that do not measure to the foot precisely shall be rounded down for anything under 6" and rounded up to the next whole foot for anything over 6". For example, if a length of pipe is 17' 4", the contractor shall bill for 17 feet and the District will pay for 17 feet. If it is 17' 9", contractor shall bill for 18 feet and the District will pay for 18 feet. If the contractor does not bill correctly/by this calculation method, the District will adjust payment to match received amounts by this calculation method.
5. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

J. DAMAGES FOR LATE DELIVERY

In the event the Contractor is unable to deliver pipe of the size and quantity ordered within twelve weeks following order release, 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.

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.

PURCHASING DIVISION

Attn: Becky Sharpe, Purchasing Contract Supervisor

EBMUD- Purchasing Division

E-Mail: becky.sharpe@ebmud.com

PHONE: (510) 287-0644

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

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 2:00 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
Ductile Iron Pipe and Fittings
RFQ No. 2507A
EBMUD–Purchasing Division MS102
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
Ductile Iron Pipe and Fittings
RFQ No. 2507A
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.



EXHIBIT A
RFQ RESPONSE PACKET
RFQ No. 2507A – Ductile Iron Pipe and Fittings

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, 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.”**



BIDDER INFORMATION AND ACCEPTANCE

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):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> 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_____



BID FORM(S)

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.

Bidders may bid on one or more of the schedules. Bidders must bid on all items in all schedules to be considered responsive. EBMUD reserves the right to award on a per size basis, line-item basis, to single or multiple vendors, or to award a schedule in its entirety, or to reject all bids.

MANUFACTURER OF PUSH-ON TYTON

PIPE AND GASKETS QUOTED: MANUFACTURER #1: _____

MANUFACTURER(S) OF PUSH-ON TYTON

FITTINGS QUOTED: MANUFACTURER #1: _____

MANUFACTURER #2: _____

MANUFACTURER #3: _____

MANUFACTURER OF POLYETHYLENE ENCASEMENT QUOTED: _____

Total Schedule 1 – Ductile Iron Pipe	
Total Schedule 2 – Polyethylene Encasement	
Total Schedule 3 – Push-On Elbows (Tyton Licensed)	
Total Schedule 4 – Push-On - Tees, Reducers, Crosses (Tyton Licensed)	
Total Schedule 5 – Push-On - Flange Adapters (Tyton Licensed)	
Total Schedule 6 – Restrained Gaskets (Tyton Licensed)	
Total Schedule 7 – Flange Gaskets	
TOTAL:	

All Pipe is to be quoted, shipped and invoiced by the whole foot.

Schedule Group 1 – Ductile Iron Pipe (See Exhibit E - Specification Section 33 05 19.05P, Article 2.2)

1 – Tyton Joint Push-On Ductile Iron Pipe, Class 54 (Zinc coated and mortar lined, no gaskets)

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058004	4"	Feet	10,000		
058006	6"	feet	60,000		
058008	8"	feet	40,000		
058012	12"	feet	20,000		
				TOTAL COST:	

NOTE: Pipe under Schedule 1 shall be supplied without gaskets.

TOTAL COST FOR SCHEDULE 1: _____

Schedule Group 2 – Polyethylene Encasement (See Exhibit E - Specification Section 33.11 13.10P)

V-Bio Polyethylene Encasement

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
057391	20" (for 4" to 8")	550 FT ROLL, EA	1000		
057393	27" (for 12")	418 FT ROLL, EA	200		
057402	34" (for 16")	330 FT ROLL, EA	100		
				TOTAL COST:	

TOTAL COST FOR SCHEDULE 2: _____

Schedule Group 3 – Push-On Elbows, Tyton Licensed (See Exhibit E - Specification Section 33 05 19.05P, Article 2.3)

3A – ELBOW, DI 11-1/4 PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058100	4"	EA	200		
058104	6"	EA	700		
058108	8"	EA	500		
058112	12"	EA	200		
				TOTAL COST:	

3B – ELBOW, DI 22-1/2 PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058101	4"	EA	200		
058105	6"	EA	700		
058109	8"	EA	500		
058118	12"	EA	200		
				TOTAL COST:	

3C – ELBOW, DI 45 DEG PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058102	4"	EA	300		
058106	6"	EA	1200		
058110	8"	EA	1000		
058113	12"	EA	300		
				TOTAL COST:	

3D – ELBOW, DI 90 DEG PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058103	4"	EA	100		
058107	6"	EA	500		
058111	8"	EA	400		
058114	12"	EA	100		
				TOTAL COST:	

NOTE: Fittings under Schedules 3A through 3D shall be supplied without gaskets.

TOTAL COST FOR SCHEDULE GROUP 3 (SUM OF SCHEDULES 3A THROUGH 3D): _____

Schedule Group 4 – Push-On - Tees, Reducers, Crosses, Tyton Licensed (See Exhibit E - Specification Section 33 05 19.05P, Article 2.3)

4A – TEE, DI PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058200	4" x 4"	EA	25		
058201	6" x 4"	EA	50		
058202	6" x 6"	EA	500		
058203	8" x 4"	EA	50		
058204	8" x 6"	EA	500		
058205	8" x 8"	EA	300		
058206	12" x 4"	EA	50		
058207	12" x 6"	EA	125		
058208	12" x 8"	EA	50		
058209	12" x 12"	EA	60		
				TOTAL COST	

4B – TEE, DI PUSH ON X FLG, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058300	4" x 4"	EA	25		
058301	6" x 4"	EA	50		
058302	6" x 6"	EA	500		
058303	8" x 4"	EA	50		
058304	8" x 6"	EA	500		
058305	8" x 8"	EA	200		
058306	12" x 4"	EA	50		
058307	12" x 6"	EA	120		
058308	12" x 8"	EA	35		
058309	12" x 12"	EA	60		
				TOTAL COST	

4C – REDUCER, DI PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058400	6" x 4"	EA	150		
058401	8" x 4"	EA	60		
058402	8" x 6"	EA	300		
058403	12" x 4"	EA	40		
058404	12" x 6"	EA	60		
058405	12" x 8"	EA	100		
				TOTAL COST	

4D – CROSS, DI PUSH ON, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058500	4" x 4"	EA	50		
058501	6" x 6"	EA	300		
058502	8" x 8"	EA	200		
058503	12" x 12"	EA	100		
				TOTAL COST	

NOTE: Fittings under Schedules 4A through 4D shall be supplied without gaskets.

TOTAL COST FOR SCHEDULE GROUP 4 (SUM OF SCHEDULES 4A THROUGH 4D): _____

Schedule 5 – Push-On - Flange Adapters, Tyton Licensed (See Exhibit E - Specification Section 33 05 19.05P, Article 2.3)

ADAPTER, DI PUSH ON X FLG, EPOXY COATED PER AWWA C116, TYTON LICENSED

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058600	4"	EA	30		
058601	6"	EA	250		
058602	8"	EA	150		
058603	12"	EA	50		
				TOTAL COST	

NOTE: Fittings under Schedule 5 shall be supplied without gaskets.

TOTAL COST FOR SCHEDULE 5: _____

Schedule Group 6 – Restrained Gaskets, Tyton Licensed (See Exhibit E - Specification Section 33 05 19.05P, Article 2.4)

6A – GASKETS, EPDM FIELD LOK 350 (or approved equal)

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
057740	4"	EA	2500		
057760	6"	EA	10600		
057780	8"	EA	10000		
057721	12"	EA	4000		
				TOTAL COST	

6B – GASKETS, NBR FIELD LOK 350 (or approved equal)

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
058804	4"	EA	100		
058806	6"	EA	800		
058808	8"	EA	800		
058812	12"	EA	200		
				TOTAL COST	

NOTE: Gaskets under Schedules 6A and 6B must be supplied by the same manufacturer of the pipe under Schedule 1

TOTAL COST FOR SCHEDULE GROUP 6 (SUM OF SCHEDULES 6A AND 6B): _____

Schedule Group 7 – Flange Gaskets (See Exhibit E - Specification Section 33 05 19.05P, Article 2.4)

7A – GASKET, EPDM Flange

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
	6"	EA	100		
	8"	EA	100		
	12"	EA	50		
	16"	EA	20		
				TOTAL COST:	

7B – GASKET, NBR Flange

EBMUD Stores Code	Size	Unit of Measure	Quantity	Unit Price	Extended Price
	6"	EA	60		
	8"	EA	60		
	12"	EA	50		
	16"	EA	20		
				TOTAL COST:	

NOTE: Gaskets under Schedule 7A – 7B must be supplied by the same manufacturer of the pipe under Schedule 1.

TOTAL COST FOR SCHEDULE GROUP 7 (SUM OF SCHEDULES 7A THROUGH 7B): _____



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. **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.
2. **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>
3. Evidence of current NSF 60 and/or 61 certification.
- 3b. Statement or description of current tentative plans for implementation of the NSF PFAS for Drinking Water System Components Testing/Certification Requirements (Exhibit F), should the proposed requirement become law. If contractor has no current or tentative plans, please state such.
4. **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.

5. **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.**

6. **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. 2507A – Ductile Iron Pipe and Fittings

Bidder Name: _____

Bidder must provide a minimum of 5 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. 2507A – Ductile Iron Pipe and Fittings

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 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

CONTRACTOR/COMPANY NAME: _____

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER 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.

PROPOSERS 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 are provisions 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.

- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. 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.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. 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.
- R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.

- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.
- C. If CONTRACTOR 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.

- D. 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 "E."
- E. 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.

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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager'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 and be as broad as Insurance Services Office (ISO) form CG 00 01.
- 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 contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. 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 contractor/subcontractor on CONTRACTOR’s behalf.
- H. 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.”
- I. 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).
- J. 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.
- K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto 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. Auto insurance with minimum coverage and limits are as follows:
 - a. Each Occurrence Limit (per accident) and in the Aggregate: 2,000,000
 - b. Bodily Injury and Property Damage: \$2,000,000
- D. 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").
- E. 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.
- F. 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 contractor's/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.
- G. 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.

- H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

IV. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- 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. 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.
- D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.
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. There will be no exclusion for explosions, collapse, or underground damage (XCU).

3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
4. 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."
5. 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.
6. 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.
7. 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.
8. 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).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, 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.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2020

CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY
8. Not Used
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

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 <https://www.cslb.ca.gov/OnlineServices/InsuranceSearch/INSRequest.aspx>) 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 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.

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
- d. to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. General prevailing wage determinations have expiration dates with either a single
- m. 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/wpndb.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, 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
- e. District, and which were not concurrent with any other type of delay) the Project
- f. 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.
- g. 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.
 - 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
SPECIFICATIONS
RFQ NO. 2507A – DUCTILE IRON PIPE AND FITTINGS

SECTION 33 05 19.05P

FABRICATION OF DUCTILE IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Fabrication of restrained push-on joint Ductile-Iron (DI) pipe, fittings, gaskets, and all necessary components to provide functional installation of a potable water pipeline, including but not limited to the following:
 - 1. 4-inch through 16-inch DI pipe with zinc exterior coating and cement-mortar internal lining
 - 2. 4-inch through 16-inch DI fittings with zinc exterior coating and cement-mortar internal lining
 - 3. 4-inch through 16-inch gaskets for DI pipe and fittings: Push-on and flange

1.2 RELATED SECTIONS

- A. Section 05 05 26P – Flange Bolting
- B. Section 33 05 19.07P – Installation of Ductile Iron Pipe and Fittings

1.3 REFERENCES

- A. American Water Works Association (AWWA)
 - 1. C104 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
 - 2. C110 – Ductile-Iron and Gray-Iron Fittings, 3" through 48", for Water and other Liquids
 - 3. C111 – Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
 - 4. C115 – Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
 - 5. C116 – Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
 - 6. C150 – Thickness Design of Ductile-Iron Pipe
 - 7. C151 – Ductile-Iron Pipe, Centrifugally Cast
 - 8. C153 – Ductile-Iron Compact Fittings, 3" through 12", for Water and Other Liquids

9. C606 – Grooved and Shouldered Joints

B. Other Standards:

1. ANSI/NSF-61 – Drinking Water System Components
2. ASTM A536 – Standard Specification for Ductile-Iron Castings
3. ISO 8179-1 – Ductile iron pipes, fittings, accessories and their joints – External zinc-based coating — Part 1: Metallic zinc with finishing layer
4. ISO 8179-2 – Ductile iron pipes, fittings, accessories and their joints – External zinc-based coating — Part 2: Zinc-rich paint

1.4 SUBMITTALS

- A. Manufacturer's Certificate of Compliance, including references to the casting period and day of manufacturing of the pipe and fittings shall be submitted with each shipment prior to or at the time of delivery. The Certificate of Compliance shall state that the requirements of these specifications have been met for all pipe and fittings furnished, including National Sanitation Foundation (NSF) 61 certification and hydrostatic testing. Hydrostatic testing requirements for pipe shall also be met and included on the Certificate of Compliance.
- B. Manufacturer's published catalog information for all products.
- C. Manufacturer's approved installation and assembly instructions.
- D. Manufacturer shop drawings.
- E. Certified test results shall be furnished to the District prior to shipment of pipe:
 1. Hydrostatic testing per AWWA C151
 2. Tensile testing per AWWA C151/153
 3. Impact testing per AWWA C151
 4. Lining testing per AWWA C104
 5. Zinc coating testing per ISO 8179-1
- F. Prior to delivery, manufacturers shall inspect 100% of items according to the Ductile Iron Pipe and Fitting Inspection Checklist.

1.5 QUALITY ASSURANCE

- A. Factory Hydrostatic Test: All DI pipe shall be subject to a factory hydrostatic test of at least 500 psi for a period not less than 5 seconds per AWWA C151.

- B. Coating Testing: Confirm coatings on pipe and fittings meet the minimum requirements of this specification.
- C. All furnished materials shall be new and as specified herein. Refurbished DI pipe and fittings shall not be provided.
- D. Inspection of pipe and fittings will be made by the District upon delivery, and at the jobsite prior to installation using the form at the end of this section, DUCTILE IRON PIPE AND FITTING INSPECTION CHECKLIST. The piping materials shall be subject to rejection at any time on account of failure to meet any of the specified requirements. Pipe and materials rejected upon delivery shall be returned to the Manufacturer. Pipe and materials rejected after delivery shall be marked for identification and removed from the storage yard or jobsite.
- E. Upon the District's request, records of quality control testing shall be furnished within five calendar days.

1.6 IDENTIFICATION OF PIPE AND FITTINGS

- A. DI pipe and fittings shall be clearly marked in compliance with manufacturing standards. Upon request, the Manufacturer shall provide information for deciphering the Manufacturer's production code.
- B. At a minimum, the following shall be cast or labeled on the pipe:
 - 1. Pressure or thickness class
 - 2. Production code from which the manufactured date and location can be determined
 - 3. Name and/or trademark of manufacturer
 - 4. Nominal pipe size
 - 5. Fitting type (i.e. 45°), for fittings
 - 6. NSF-61 marking
 - 7. Manufacturing standard reference (AWWA, ASTM, etc.)
 - 8. Application of zinc coating
 - 9. Identification that pipe has been Gauged Full Length (for pipe larger than 12 inches in diameter)

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Prior to delivery, each opening in the pipe or fittings shall be securely capped or plugged with removable plastic caps or plugs to prevent foreign matter from

entering the pipe. The caps or plugs shall be designed to fit as either a cap on a spigot or a plug in a bell. Ends shall remain capped or plugged until ready for installation. Pipe ends shall be wrapped for shipment so that caps do not become dislodged during transport.

- B. All pipe, fittings, and other accessories shall be stored such that they do not accumulate and hold rainwater, dirt, or debris. Gaskets shall be protected from long-term exposure to sunlight. Plugs of rags, wood, cotton, cardboard, waste or similar materials shall not be used. All furnished materials shall be stored away from standing water.
- C. During loading, transportation, and unloading, every precaution shall be taken to prevent damage to the furnished material. Under no circumstances shall the pipe, fittings, and appurtenances be dropped or skidded against each other. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the furnished material.
- D. Pipe shall be packaged with 4" by 4" timbers under each stack and between each row of pipe with adequate blocking to prevent pipe from rolling or falling during unloading. The District is responsible for all unloading and stacking of pipe. Fittings and other accessories shall be delivered on pallets or in crates, sorted by size and type in each crate (or on each pallet) and labeled accordingly. If crates are used, they shall be no more than 30" tall to ensure ease of access to fittings at the bottom row.
- E. Pipe laid out for installation shall be placed on earth berms, sand berms, or timber cradles to prevent damage to the bottom during storage.
- F. Rope or other devices shall not be attached through the interior of pipe for handling. Soft slings may be used inside fittings for handling, if needed.
- G. District shall perform inspection of pipe and fittings prior to installation using the form at the end of this section, DUCTILE IRON PIPE AND FITTING INSPECTION CHECKLIST. If furnished materials are damaged or found defective upon delivery, the damaged or unsatisfactory pipe or fittings shall be replaced with materials conforming to these specifications.
- H. In case of emergency, the manufacturer shall maintain an inventory of all materials not less than 5% of the District's annual estimated requirements which can be delivered within 24 hours.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All water system materials that will eventually come into direct contact with drinking water shall be certified as meeting the specifications of NSF-61. This includes, but is not limited to pipes, fittings, coatings, linings, solvent cements, sealing materials, gaskets, and lubricating oils.

- B. Joint lubricants shall be provided with pipe materials. Lubricants shall be compatible with the pipe, fittings, and gasket materials, shall be water-soluble and shall be certified by NSF-61 for use with potable water.

2.2 DUCTILE IRON PIPE

- A. DI pipe shall be Special Thickness Class 53 (minimum) as shown in Table 15 of ANSI/AWWA C150/A21.50 unless otherwise shown on the bid form. All DI pipe shall be manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. For pipe diameter sizes 12 inches and smaller, all pipe shall be Gauged Full Length. For pipe diameter sizes larger than 12 inches, 15 percent of the pipe delivered shall be Gauged Full Length and identified as such. All multi-bead pipes shall be Gauged Full Length, regardless of size.
- B. DI pipe shall be furnished in standard laying lengths of 18 feet \pm 1 inch or 20 feet \pm 1, or as otherwise specifically requested by the District. Random lengths shall not be furnished.
- C. Any DI pipe with pitting on the exterior surface will be rejected. Pitting will be measured by a pit depth gauge. Pitting will be considered excessive when it exceeds 20 percent of the wall thickness of the pipe or when the pitting exceeds 10 pits over a one square inch area. A pit is defined as a surface void caused by any foreign material or gas on the interior of the mold that displaces the molten iron during casting process that exceeds 10 percent of wall thickness in depth.
- D. DI pipe shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified herein. Diameters 4" through 12" pipe bells shall be designed to allow for 5 degrees of deflection after assembly. Pipe diameters of 16" shall be designed to allow for 4 degrees of deflection after assembly. Each joint shall be rated for a minimum working pressure of 350 psi.
 - 1. Tyton Joint Push-On ductile iron pipe shall have push-on rubber gasket joints, with bell and spigot ends. Bell end shall conform to the Tyton joint design by U.S. Pipe. Tyton Bell must be fully compatible with Field Lok 350 (or approved equal) gaskets. The Manufacturer shall be licensed by U.S. Pipe for the manufacturing of the Tyton joint. Each spigot end shall be a plain end of conforming outside diameter that has been machined to a tapered bevel or as cast bevel in conformance to the Tyton joint design.
- E. DI pipe interior shall have double thickness cement-mortar lining with a seal coat in accordance with ANSI/AWWA C104/A21.4. Cement-mortar lining shall have a smooth finish and shall be thoroughly bonded to the interior pipe wall. There shall be no cement-mortar in the gasket groove.
- F. DI pipe exterior shall be coated with a layer of arc-sprayed zinc coating per ISO 8179-1 "Ductile Iron Pipes, Fittings, Accessories and their Joints – External zinc-based coating – Part 1: Metallic zinc with finishing layer". The mass of zinc applied shall be a minimum of 200 g/m² of the pipe exterior surface area. A finishing layer

of standard topcoat shall be applied over the zinc coating. The finishing layer and zinc coating shall uniformly cover the outside exterior surface and shall be free from bare patches or areas with lack of adhesion which reveal bare iron surfaces.

- G. DI pipe bells shall be painted with white, silver, or grey paint to signify pipe is zinc-coated. Alternatively, the DI pipe can be marked in the approximate middle of the barrel with the words "Zinc-Coated" with a 2-inch wide circumferential band of silver/grey-toned coating applied approximately 2-inches on both sides of that marking.
- H. Iron used in the manufacture of pipe shall be grade 60-42-10 per ASTM A536.

2.3 DUCTILE IRON FITTINGS

- A. DI fittings shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11 unless otherwise shown on the drawings. DI fittings shall be rated for a 350 psi working pressure. Fittings furnished under these specifications shall conform to all applicable requirements and the latest revision of ANSI/AWWA C110/A21.10, AWWA C153/A21.53 or AWWA C606.
 - 1. Push-on joint fittings shall have bells and spigots that conform to the U.S. Pipe Tyton or Trim Tyton joint design. Tyton Bell must be fully compatible with Field Lok 350 (or approved equal) gaskets. The Manufacturer shall be licensed by U.S. Pipe for the manufacture of Tyton or Trim Tyton joint fittings or the manufacturer must be able to prove compatibility with the Field Lok 350 (or approved equal) gaskets. The bell ends shall be checked with the calibrated profile and gage after coating and prior to shipping the item to EBMUD. Each spigot end shall be a plain end of conforming outside diameter that has been machined to a tapered bevel in conformance to the Tyton joint design.
- B. The lining and coating materials for all DI fittings shall be:
 - 1. Zinc-rich paint per ISO8179-2 with inorganic binder and a zinc content of at least 85% by weight in the dry film and bituminous topcoat paint compatible with the zinc-rich paint. The zinc-rich paint coating shall be applied to a dry film thickness (DFT) of between 2.0 to 3.5 mils (.0020" to 0.0035").
 - 2. DI fitting interiors shall have double-thickness cement-mortar lining with a seal coat in accordance with ANSI/AWWA C104/A21.4. Cement-mortar lining shall have a smooth finish and shall be thoroughly bonded to the interior pipe wall. There shall be no cement-mortar in the gasket groove.
 - 3. DI fittings may be fusion bonded epoxy coated, instead of zinc-coated and cement-mortar lined, in accordance with AWWA C116, only when approved or specified by the District.
- C. Flanged Fittings

1. DI flanged fittings including bell and spigot adapters shall be one-piece castings rated for 350 psi with a manufacturer recommended gasket and shall conform to all applicable requirements and the latest revision of ANSI/AWWA C110/A21.10, AWWA C153/A21.53 or AWWA C606. (Bolt circle and bolt holes shall match those of ANSI B16.1 class 125 and ANSI B16.5 class 150 flanges).
2. DI flanged nipples shall be Special Thickness Class 53 and shall be in accordance with AWWA C115/A21.15. (Bolt circle and bolt holes shall match those of ANSI B16.1 class 125 and ANSI B16.5 class 150 flanges).
3. All flanges shall be rated for at least 350 psi working pressure. Flange facing shall be smooth or with shallow serration per AWWA C115. If shallow serrated, the serrations shall be spiral or concentric and uniformly spaced. Flange faces on flanged fittings may be coated with asphalt varnish or epoxy only.

D. Mechanical Joint Restraints

1. Manufacturers: One of the following or equal:
 - a. EBAA Iron, Inc., Megalug[®] Series 1100
 - b. Sigma Corp., One-Lok[™] Model SLDE
2. Materials:
 - a. Gland body:
 - 1) Ductile iron in accordance with ASTM A536
 - b. Wedges and wedge actuating components:
 - 1) Ductile iron in accordance with ASTM A536
 - 2) Wedges shall be heat treated to a minimum of 370 BHN.
 - c. Actuating bolts and nuts:
 - 1) Ductile iron in accordance with ASTM A536
 - 2) Provide torque-limiting twist off components to ensure proper installation.
3. Coatings:
 - a. Provide manufacturer applied coating system.
 - b. Manufacturers: One of the following or equal:

- 1) EBAA Iron Inc., Mega-Bond
 - 2) Sigma Corp., Corrsafe™ Electro-deposition coating
4. Working pressure:
- a. Shall include a minimum safety factor of 2:1.
 - b. For sizes 3- through 16-inch: 350 pounds per square inch.
5. Restraint shall consist of multiple gripping wedges incorporated into a follower gland meeting the requirements of AWWA C111.
6. Restraint shall allow post assembly angular deflection that is a minimum of 50 percent of the angular deflection allowed by the mechanical joint.
7. Restraint must be in accordance with applicable requirements of AWWA C110 and AWWA C111 for mechanical joints.
- E. Iron used in the manufacture of fittings shall be grade 70-50-5 or 65-45-12 per ASTM A536.

2.4 GASKETS FOR DUCTILE IRON PIPE AND FITTINGS

- A. Gaskets for DI pipe and fittings shall be TYTON® licensed gaskets, or approved equal in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified.
- B. DI flange gaskets shall be full-face with bulb-type rings, minimum 1/8" thickness, compatible with flat face flanges conforming to AWWA C115 and C110, and rated at a minimum of 350 psi. The inside/outside diameter of the gasket shall be equal to that of the flange.
- C. All gaskets shall be EPDM rubber unless otherwise specified and in compliance with NSF-61 requirements. EPDM shall be certified by the manufacturer to be chloramine resistant. For installation in soils that are contaminated with VOCs, EPDM may be substituted with NBR.
- D. Self-locking gaskets shall be:
1. FIELD LOK 350®, by U.S. Pipe
 2. or approved equal.

2.5 ACCEPTABLE MANUFACTURERS

- A. Ductile Iron Pipe and Gaskets:
1. U.S. Pipe
 2. McWane Ductile

3. Or equal as approved by the District

B. Ductile Iron Fittings:

1. Tyler Union
2. Sigma Corporation
3. Star Pipe Products
4. U.S. Pipe
5. Or Approved equal

PART 3 - EXECUTION

3.1 SUPPLEMENTS

- A. The following supplements follow END OF SECTION and are a part of this Section:
1. DUCTILE IRON PIPE AND FITTING INSPECTION CHECKLIST

END OF SECTION

SECTION 33 11 13.10P
(Formerly SECTION 06066.1)

POLYWRAP

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish and install corrosion protective wrapping for ductile iron pipe, fittings, and valves, and mortar coated steel pipe, specials, fittings, and valves.
- B. Related sections:
 - 1. Section 33 05 19.05P – Fabrication of Ductile Iron Pipe and Fittings
 - 2. Section 33 05 19.07P – Installation of Ductile Iron Pipe and Fittings
 - 3. Section 33 11 13.06P – Installation of ML&PCS Pipe
 - 4. Section 33 11 13.07P – Installation of ML&CS Pipe

1.2 REFERENCES

- A. American Water Works Association:
 - 1. ANSI/AWWA C105/A21.5 – Polyethylene Encasement for Ductile Iron Pipe Systems

1.3 DELIVERY AND STORAGE

- A. Store polyethylene encasement (polywrap) indoors in the original packaging.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General purpose polyvinyl chloride (PVC) adhesive tape:
 - 1. Two inches wide by 10 mils thick minimum to 20 mils thick maximum.
 - 2. Scotchrap No. 50, Polyken No. 900, Denso Utility Tape, Calpico Pipe Wrapping Tape, Shurtape PW100, or equal.
- B. Polywrap:
 - 1. Material:

- a. For ML&CS Pipe: Co-extruded linear low-density polyethylene (LLDPE), black, fused into a single thickness no less than 8 mils.
 - b. For Ductile Iron Pipe: Co-extruded linear low-density polyethylene (LLDPE), fused into a single thickness no less than 8 mils. The inside surface of the polyethylene film to be in contact with the pipe exterior shall be infused with a blend of anti-microbial components to mitigate microbiologically influenced corrosion and volatile corrosion inhibitor to control galvanic corrosion.
2. Acceptable Manufacturers:
 - a. For Ductile Iron Pipe: V-Bio® enhanced polywrap licensed by Ductile Iron Pipe Research Association (DIPRA)
 3. Minimum polywrap tube size shall be:

<u>Nominal Pipe Diameter (Inches)</u>	<u>V-Bio Flat Tube Width (Inches)</u>	<u>ML&CS Pipe Tube Width (Inches)</u>
4	20	14
6	20	17
8	20	21
12	27	29
16	34	37
20	41	41

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation on pipe (Modified Method A from ANSI/AWWA C105/A21.5, see Std Dwg 4569-B):
 1. Polywrap should be installed before the pipe is lowered into the trench, whenever possible.
 2. Cut polywrap tube to a length approximately 2 feet longer than the length of the pipe section. Remove dirt, mud, or other materials that may have accumulated on the pipe during transportation or storage.
 3. Slip polywrap around the pipe, starting at the spigot end and bunching in accordion fashion. The film shall be folded over and taped to the spigot end of the pipe near the insertion line. After assembly of the joint, the tape should be as close to the face of the bell as possible but not so close to the spigot end that it interferes with the gasket of gasketed pipe.

4. Pull the polywrap tube along the barrel of the pipe, making a snug fit and neatly folding over any excess polywrap. Apply pieces of tape every two feet across the fold to hold it securely, ensuring the polywrap remains snug and no material sags at the bottom.
 5. When lifting polywrapped pipe, use a fabric-type sling to protect the polywrap from damage during handling.
 6. After completing installation of pipe joint, pull bunched-up polywrap from the bell end of the preceding length of pipe, slip over the spigot end of new length of pipe, with at least 1 foot of overlapping polywrap, and secure in place at the overlap and behind the preceding bell with circumferential wraps of tape plus enough overlap to assure adhesion.
 7. Repair any rips, punctures, or other damage to the polywrap with PVC adhesive tape a minimum of 6-inches to either side of rip or puncture, or with short length of polywrap tube cut open, wrapped around the pipe and secured with tape with a minimum 6-inch overlap on both sides of the rip or puncture.
 8. Proceed with installation of next section of pipe in the same manner.
- B. Bends, reducers and offsets: Cover with polywrap in the same manner as the pipe.
- C. Valves, fittings, and odd shaped pieces:
1. Wrap with a flat sheet obtained by splitting open a length of polywrap tube.
 - a. Polywrap shall extend beyond fittings by 8" on each side and shall be secured by tape.
 - b. Pass the sheet under the fitting and bring the edges up around the fitting (or to the stem on a valve).
 - c. Polywrap shall overlap 6" when split is required, seal split with tape.
 - d. Fold over and tape slack and overlap at joints to ensure a snug fit.
 - e. Tape polywrap securely in place at valve stem and other penetrations allowing for free movement of valve stem.
- D. Openings for appurtenances:
1. Service saddles
 - a. Wrap two or three layers of PVC adhesive tape completely around the polywrapped pipe to provide a protective surface where the tapping machine will be mounted.

- b. Cut a hole in the PVC adhesive tape large enough for the gasket to seat flush against the pipe, then mount the tapping machine and make the tap.
 - c. After completing the tap, encase the pipe, service saddle, and 3 feet of the copper service lateral in polywrap.
 - d. Secure the end with circumferential turns of PVC adhesive tape.
- 2. Direct taps
 - a. Wrap two or three layers of PVC adhesive tape completely around the polywrapped pipe to provide a protective surface where the tapping machine will be mounted.
 - b. Mount the tapping machine on the pipe area covered by the PVC adhesive tape and make the tap by installing the corporation stop directly through the tape and polywrap.
 - c. After installation of the appurtenance inspect the entire circumferential area for damage and make any necessary repairs.
- 3. Branches, service taps, blowoffs, air valves, etc. of dissimilar metals shall be wrapped with polywrap or PVC adhesive tape for a minimum distance of three feet from the pipe.
 - a. Secure the end with circumferential turns of PVC adhesive tape.
- E. Junctions between wrapped and unwrapped pipe:
 - 1. Where polywrapped pipe joins a pipe which is not wrapped, extend the polywrap tube to cover the unwrapped pipe a distance of two feet, unless otherwise shown on the drawings.
 - 2. Secure the end with circumferential turns of PVC adhesive tape.
- F. Replacing polywrap at pipe repairs
 - 1. Where polywrap must be removed or damaged for maintenance, install new polywrap following the instructions above either for Pipe or for Fittings, as appropriate.
- G. Backfill:
 - 1. Material and compaction shall be the same as specified for pipe without polywrap.
 - 2. Exercise care to prevent any damage to the polywrap.

END OF SECTION

EXHIBIT F
NSF PFAS TESTING FOR DRINKING WATER SYSTEM COMPONENTS
RFQ NO. 2507A – DUCTILE IRON PIPE AND FITTINGS



PFAS Testing for Drinking Water System Components



Information You Need to Know from NSF

PFAS (Per- & Polyfluoroalkyl Substances)- is the name that refers to a class of thousands of individual compounds defined by the presence of at least one fully fluorinated methyl (-CF₃) or methylene (-CF₂-) carbon atom without any H/Cl/Br attached. The C-F bond is very strong, limiting the ability of these compounds to degrade in the environment, causing PFAS to be nicknamed “forever chemicals”. Many PFAS compounds are known to bioaccumulate or bioconcentrate and some PFAS compounds have been linked to a variety of harmful health effects in humans and animals.

PFAS compounds are widely used in many different consumer, commercial, and industrial products, including components of drinking water systems. PFAS are found as pollutants in water, air, fish, and soil at locations across the nation and the globe. Because of their widespread use and persistence in the environment, many PFAS compounds are found in the blood of people and animals worldwide.

Given their link to harmful health effects, the US EPA, Health Canada, and other state and local regulatory agencies have been taking steps to limit PFAS in drinking water. These actions include regulation of some PFAS compounds at the federal level via the creation of maximum contaminant levels (MCLs), in addition to limits on other PFAS compounds in drinking water. Once established, these limits will be incorporated into NSF/ANSI/CAN 600 and thus become a requirement for drinking water system components evaluated to NSF/ANSI/CAN 61.

Since products certified to NSF 61 have not typically been tested for PFAS in the past, there is no test history to help manufacturers predict how their products will perform when new criteria for PFAS are added to NSF 600. To help manufacturers stay a step ahead of these new requirements, NSF is now offering in-house test-only services for the below list of PFAS compounds, with additional compounds available upon request.

PFAS Compound	NSF Reporting Limit
PFOA (perfluorooctanoic acid)	4 ppt
PFOS (perfluorooctane sulfonic acid)	4 ppt
PFNA (perfluorononanoic acid)	5 ppt
PFHxS (perfluorohexanesulfonic acid)	4 ppt

This R&D testing will provide manufacturers with the data they need to determine whether their products may be leaching any of these PFAS compounds, maximizing their opportunity to bring their products into compliance with the PFAS regulations that are on the horizon and to ensure that their products remain safe for contact with drinking water.

PFAS Compound	NSF Reporting Limit
PFBS (perfluorobutane sulfonic acid)	6 ppt
GenX (HFPO-DA and its ammonium salt)	4 ppt
PFHxA (perfluorohexanoic acid)**	4 ppt
PFDA (perfluorodecanoic acid)	3 ppt
PFHpA (perfluoroheptanoic acid)	3 ppt

Get your products tested for PFAS now. Start checking if your products are leaching PFAS for reassurance to you and your clients. By working with NSF, you will have the combined expertise of the NSF 61 exposure test combined with the analytic capabilities.

To learn more about bringing your products into compliance, contact info@nsf.org

NSF

789 N. Dixboro Road Ann Arbor, MI 48105 USA | www.nsf.org
E: info@nsf.org

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