

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2005 for Ductile-Iron Pipe and Fittings for Stock

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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.

RESPONSE DUE
by
1:30 p.m.
on
June 17, 2020
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2005

Ductile-Iron Pipe and Fittings for Stock

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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 push-on restrained joint Ductile-Iron (DI) pipe with cement mortar lining, zinc exterior coating and polyethylene encasement, and all necessary components including fittings and gaskets to provide a functional installation of a potable water pipeline.

East Bay Municipal Utility District (District) intends to award a one (1)-year contract with four (4) options, exercised at the sole discretion of the District, to extend the contract for additional one (1)-year.

B. BIDDER MINIMUM QUALIFICATIONS**1. Bidder Minimum Qualifications**

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing DI pipe and fittings for at least five (5) years.
- b. Bidder shall be an authorized manufacturer, dealer, or provider of DI pipe, and associated fittings and gaskets as described herein.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. 4-inch through 20-inch DI pipe with zinc exterior coating and cement-mortar internal lining
2. 4-inch through 20-inch DI fittings with zinc exterior coating and cement-mortar internal lining
3. 4-inch through 20-inch gaskets: push-on, flange, and restraining

Refer to Exhibit D, "Specifications SECTION 33 05 19.05P, FURNISHING DUCTILE-IRON PIPE AND FITTINGS" for all specific requirements.

PIPE

1. DI pipe shall be Special Thickness Class 53 as shown in Table 15 of ANSI/AWWA C150/A21.50 unless otherwise shown on Drawings. All DI pipe shall be

manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. DI pipe shall be “gauged” all along the length and “fully gauged” pipe shall be identified as such. 15 percent of DI pipe delivered shall be “fully gauged.”

2. DI pipe shall be furnished in standard laying lengths of 18 feet \pm 1 inch, or as otherwise specifically requested by the District. Random lengths shall not be furnished.
3. Any DI pipe having pitting on the exterior surface will be rejected.
4. 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. Diameters 16” and 20” pipe shall be designed to allow for 3 degrees of deflection after assembly. Each joint shall be rated for a minimum working pressure of 350 psi.
5. 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.
6. The DI pipe exterior shall be coated with a layer of arc-sprayed zinc coating per ISO8179-1 “Ductile Iron Pipes – 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.
7. 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.
8. DI pipe ends shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the District. Submittal required and must be approved by the District prior to pipe fabrication.
9. Furnished DI pipe shall have a means for accomplishing restraint at field cuts that allows for the use of the restrained joint to be approved by the District (i.e. locking gaskets shall not be the primary means for accomplishing restrained field cuts.)
10. Iron used in the manufacture of pipe shall be grade 60-42-10 per ASTM A536.

FITTINGS

1. DI fittings shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11.
2. 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.
3. The lining and coating materials for all DI fittings shall be:
 - a. Zinc-rich paint per ISO8179-2 “Ductile-Iron Pipes – External zinc coating – Part 2: Zinc rich paint with finishing layer” 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”).
 - b. DI fittings may be fusion bonded epoxy coated, instead of zinc-coated, in accordance with AWWA C116, when approved by the District.
 - c. 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.
4. Flanged Fittings
 - a. DI flanged fittings including bell adapters shall be one-piece castings rated for 350 psi 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).
 - b. 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).
 - c. All flanges shall be rated for at least 350 psi working pressure. Flange facing shall be smooth or with shallow serration per AWWA C115. Flange faces on flanged fittings may be coated with asphaltic varnish or epoxy only.
5. DI fittings shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the District. Submittal required and must be approved by the District prior to pipe fabrication.

6. Iron used in the manufacture of fittings shall be grade 70-50-5 or 65-45-12 per ASTM A536.

GASKETS

1. DI pipe and fittings shall be provided with TYTON® gaskets, or approved equal in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified.
2. DI flange gaskets shall be full-face, minimum 1/8" thickness, compatible with flat face flanges conforming to AWWA C115 and C110, and rated at a minimum of 250 psi. The inside/outside diameter of the gasket shall be equal to that of the flange.
3. All gaskets shall be EPDM rubber unless otherwise specified and in compliance with NSF-61 requirements. EPDM shall be peroxide-cured and certified by the manufacturer to be chloramine resistant. Sulfur-cured EPDM is not acceptable.
4. Self-locking gaskets shall be FIELD LOK 350®, Sure Stop 350®, or approved equal.
5. For installation in soils that are contaminated with hazardous compounds or materials, EPDM gaskets will be substituted with NBR or FKM gaskets, as specified by the District.

All products shall be in new and unused condition and shall be of the most current and up to date model.

Materials in Contact with Drinking Water

1. All water system materials, equipment, or products that will eventually come into direct contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF-61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. This includes, but is not limited to pipes, fittings, coatings, protective materials (coatings, linings, liners), solvent cements, joining and sealing materials, gaskets, cleaning materials and lubricating oils
2. Joint lubricants shall be provided with pipe materials. Lubricant shall be compatible with the pipe, fittings, and gasket materials, shall be water-soluble (NOT water dispersible), and shall be certified to NSF61 for use with potable water.
3. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
4. 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.

APPROVED MANUFACTURERS

1. U.S. Pipe and Foundry Company, Inc.
2. McWane Ductile
3. Or equal as approved by the District

D. DELIVERABLES/REPORTS**IDENTIFICATION OF PIPE AND FITTINGS**

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.

At a minimum, the following shall be cast or printed 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.)

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 as either 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"x4" 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.

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 accompanying shipment to the District must include District's purchase order number.

Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m., Tuesday through Thursday only. No deliveries will be received on holidays recognized by the District. A maximum of two (2) truck-loads per day will be accepted. The shipment date indicates the beginning date of the shipping schedule. Delivery address is Oakport Storage Center, 5601 Oakport Street, Oakland, CA 94621.

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.

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).

E. INSPECTION**QUALITY ASSURANCE**

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. Certified test results shall be furnished to the District prior to time of shipment.

All furnished materials shall be new and as specified herein. Refurbished DI pipe and fittings shall not be provided.

Inspection of pipe and fittings will be made 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.

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.

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	June 3, 2020
Response Due	June 17, 2020 by 1:30 p.m.
Anticipated Contract Start Date	July 15, 2020

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

Approved Manufacturers:

1. U.S. Pipe and Foundry Company, Inc. (TR FLEX® joint pipe and TR FLEX® fittings).
2. McWane Ductile (TR FLEX® joint pipe and TR FLEX® joint fittings).
3. Or equal as approved by the District.

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 use Exhibit A "Exceptions, Clarification and Amendments" to:

- a. Clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ
- b. 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, the District may consider price increase requests that are submitted by Contractor in determining compensation when the District exercises its option(s) to extend the terms of this Agreement. Contractor must submit price change requests sixty (60) days before the end of any contract term. Contractor will be limited to one price adjustment per twelve-month period.

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) work days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

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

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

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was

transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

F. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Vendor.
2. POs and payments for products and/or services will be issued only in the name of the Vendor.
3. 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 (1) 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. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.

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

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 two years 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 Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.

2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

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.

TECHNICAL SPECIFICATIONS:

Attn: David Katzev, Senior Civil Engineer
EBMUD- Pipeline Infrastructure Division
E-Mail: david.katzev@ebmud.com
PHONE: (510) 287-2050

CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: David Katzev, Senior Civil Engineer
EBMUD- Pipeline Infrastructure Division
E-Mail: david.katzev@ebmud.com
PHONE: (510) 287-2050

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. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's 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:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
DUCTING PIPE AND FITTINGS
RFQ No. 2005
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
DUCTILE-IRON PIPE AND FITTINGS
RFQ No. 2005
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. 2005 – 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, ONE COPY, AND ONE (1) ELECTRONIC COPY (in PDF format on a CD or flash drive) 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.

*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. 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 a set of 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.

TOTAL SCHEDULE 1A _____

TOTAL SCHEDULE 1B _____

TOTAL SCHEDULE 2 _____

TOTAL SCHEDULE 3A _____

TOTAL SCHEDULE 3B _____

TOTAL SCHEDULE 3C _____

TOTAL SCHEDULE 3D _____

TOTAL SCHEDULE 4A _____

TOTAL SCHEDULE 4B _____

TOTAL SCHEDULE 4C _____

TOTAL SCHEDULE 4D _____

TOTAL SCHEDULE 5A _____

TOTAL SCHEDULE 5B _____

TOTAL SCHEDULE 6A _____

TOTAL SCHEDULE 6B _____

Schedule Group 1 - Pipe**1A Restrained Joint Pipe**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	FT	2500		
6"	FT	25000		
8"	FT	20000		
12"	FT	5000		
16"	FT	500		
			TOTAL COST	

1B Multi-bead pipe pieces*

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	40		
8"	EA	40		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

*Sticks of pipe with welded on restraining beads for 2', 4', 6', 8' 10' custom lengths

Schedule Group 2 – Polyethylene Encasement**V-Bio Polywrap**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
20" (for 4" to 8")	500 FT ROLL, EA	105		
27" (for 12")	380 FT ROLL, EA	15		
34" (for 16")	300 FT ROLL, EA	2		
			TOTAL COST	

Schedule Group 3 - Elbows**3A 11.25 Degree Bends, Restrained**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	60		
8"	EA	50		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

3B 22.5 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	60		
8"	EA	50		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

3C 45 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	25		
6"	EA	250		
8"	EA	200		
12"	EA	40		
16"	EA	5		
			TOTAL COST	

3D 90 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	5		
8"	EA	5		
12"	EA	5		
16"	EA	5		
			TOTAL COST	

.

Schedule Group 4 - Tees, Reducers, Crosses

4A Tees, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 4"	EA	5		
6" x 6"	EA	50		
8" x 4"	EA	10		
8" x 6"	EA	40		
8" x 8"	EA	40		
12" x 4"	EA	5		
12" x 6"	EA	10		
12" x 8"	EA	10		
12" x 12"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

4B Tees, Restrained X Flg Outlet, One Piece Casting

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 4"	EA	5		
6" x 6"	EA	50		
8" x 4"	EA	10		
8" x 6"	EA	40		
8" x 8"	EA	40		
12" x 4"	EA	5		
12" x 6"	EA	10		
12" x 8"	EA	10		
12" x 12"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

**4C Reducers,
Restrained**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
6" x 4"	EA	40		
8" x 4"	EA	5		
8" x 6"	EA	70		
12" x 4"	EA	5		
12" x 6"	EA	5		
12" x 8"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
			TOTAL COST	

**4D Crosses,
Restrained**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 6"	EA	20		
8" x 8"	EA	20		
12" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

Schedule Group 5 - Flange Adapters

5A Flange Adapters, bell restrained, one piece cast

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	10		
6"	EA	100		
8"	EA	100		
12"	EA	20		
16"	EA	5		

5B Flange Adapters, Spigot Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	10		
6"	EA	100		
8"	EA	100		
12"	EA	20		
16"	EA	5		
			TOTAL COST	

Schedule Group 6 -Gaskets**6A EPDM, Push-On, For Restrained Joint Pipe**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	370		
6"	EA	2980		
8"	EA	2640		
12"	EA	640		
16"	EA	40		
			TOTAL COST	

6B EPDM, Restrained, Self-Locking

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	40		
6"	EA	300		
8"	EA	270		
12"	EA	64		
16"	EA	4		
			TOTAL COST	



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Benchmark Product Submission:** Contractor shall submit, with their bid package, and at no cost to the District, sample product(s) which meet or exceed the requirements of this RFQ and are indicative of all future products of this type that will be received by the District. The District shall retain benchmark products which will be used to compare against future deliveries in order to assess quality and consistency.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

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

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>
4. **Evidence of current NSF 60 and/or 61 certification.**

5. **References:**

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

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

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

7. **Contract Equity Program:**

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



REFERENCES

RFQ No. 2005 – 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. 2005 – 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 be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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 award.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

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.

The following are the minimum insurance limits, required by the District, to be held by the Contractor performing on this RFQ:

INSURANCE

A. Insurance Requirements

CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The District reserves the right to require CONTRACTOR to provide insurance policies for review by the District.

B. Workers Compensation Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or

otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONTRACTOR is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. CONTRACTOR shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
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6. DEFECTIVE WORK
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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 [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and

workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and 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

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

- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.

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

14. EMPLOYMENT OF APPRENTICES

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

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.

- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

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

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the

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

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

18. TERMINATION

a. Termination by the District for Cause:

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

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/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of

any of the following:

- i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

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 proposer/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.*

SECTION 33 05 19.05P

FABRICATION OF DUCTILE-IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Fabricate 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 20-inch DI pipe with zinc exterior coating and cement-mortar internal lining
 - 2. 4-inch through 20-inch DI fittings with zinc exterior coating and cement-mortar internal lining
 - 3. 4-inch through 20-inch gaskets: Push-on, flange, and restraining

1.2 RELATED SECTIONS

- A. Section 33 11 13.10P – Polywrap

1.3 REFERENCES

- A. American Water Works Association
 - 1. AWWA C104 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
 - 2. AWWA C105 – Polyethylene Encasement for Ductile-Iron Pipe
 - 3. AWWA C110 – Ductile-Iron and Gray-Iron Fittings, 3" through 48", for Water and other Liquids
 - 4. AWWA C111 – Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
 - 5. AWWA C115 – Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
 - 6. AWWA C116 – Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
 - 7. AWWA C150 – Thickness Design of Ductile-Iron Pipe
 - 8. AWWA C151 – Ductile-Iron Pipe, Centrifugally Cast

9. AWWA C153 – Ductile-Iron Compact Fittings, 3" through 12", for Water and Other Liquids

10. AWWA C509 – Resilient-Seated Gate Valves for Water Supply Service

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 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.

B. Manufacturer's published catalog information for all products

C. Manufacturer's approved installation and assembly instructions

D. 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 Engineer)

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. Certified test results shall be furnished to the District prior to time of shipment.

B. All furnished materials shall be new and as specified herein. Refurbished DI pipe and fittings shall not be provided.

C. Inspection of pipe and fittings will be made by the Engineer 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. 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.

D. 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 printed 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.)

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.

- 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. 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 (NOT water dispersible), and shall be certified by NSF-61 for use with potable water.

2.2 DUCTILE-IRON PIPE, FITTINGS, AND GASKETS

A. Pipe

- 1. DI pipe shall be Special Thickness Class 53 as shown in Table 15 of ANSI/AWWA C150/A21.50 unless otherwise shown on Drawings. All DI pipe shall be manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. DI pipe shall be "gauged" all along the length and "fully gauged" pipe shall be identified as such. 15 percent of DI pipe delivered shall be "fully gauged."
- 2. DI pipe shall be furnished in standard laying lengths of 18 feet \pm 1 inch, or as otherwise specifically requested by the District. Random lengths shall not be furnished.
- 3. Any DI pipe having pitting on the exterior surface will be rejected.
- 4. 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. Diameters 16" and 20" pipe shall be designed to allow for 3 degrees of deflection after assembly. Each joint shall be rated for a minimum working pressure of 350 psi.

5. 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.
6. The DI pipe exterior shall be coated with a layer of arc-sprayed zinc coating per ISO8179-1 "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.
7. 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.
8. DI pipe ends shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the Engineer. A Submittal is required and shall be approved by the Engineer prior to pipe fabrication.
9. Furnished DI pipe shall have a means for accomplishing restraint at field cuts that allows for the use of the restrained joint to be approved by the Engineer (i.e. locking gaskets shall not be the primary means for accomplishing restrained field cuts.)
10. Iron used in the manufacture of pipe shall be grade 60-42-10 per ASTM A536.

B. Fittings

1. DI fittings shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11 unless otherwise shown on the drawings.
2. 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.
3. The lining and coating materials for all DI fittings shall be:
 - a. 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").
 - b. DI fittings may be fusion bonded epoxy coated, instead of zinc-coated, in accordance with AWWA C116, when approved by the Engineer.

- c. 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.
- 4. Flanged Fittings
 - a. DI flanged fittings including bell adapters shall be one-piece castings rated for 350 psi 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).
 - b. 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).
 - c. All flanges shall be rated for at least 350 psi working pressure. Flange facing shall be smooth or with shallow serration per AWWA C115. Flange faces on flanged fittings may be coated with asphalt varnish or epoxy only.
- 5. DI fittings shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the District. Submittal required and must be approved by the District prior to pipe fabrication.
- 6. Iron used in the manufacture of fittings shall be grade 70-50-5 or 65-45-12 per ASTM A536.

C. Gaskets

- 1. DI pipe and fittings shall be provided with TYTON® gaskets, or approved equal in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified.
- 2. DI flange gaskets shall be full-face, minimum 1/8" thickness, compatible with flat face flanges conforming to AWWA C115 and C110, and rated at a minimum of 250 psi. The inside/outside diameter of the gasket shall be equal to that of the flange.
- 3. All gaskets shall be EPDM rubber unless otherwise specified and in compliance with NSF-61 requirements. EPDM shall be peroxide-cured and certified by the manufacturer to be chloramine resistant. Sulfur-cured EPDM is not acceptable.
- 4. Self-locking gaskets shall be FIELD LOK 350®, Sure Stop 350®, or approved equal.

5. For installation in soils that are contaminated with hazardous compounds or materials, EPDM gaskets will be substituted with NBR or FKM gaskets, as specified by the Engineer.

D. Acceptable Manufacturers

1. U.S. Pipe and Foundry Company, Inc.
2. McWane Ductile
3. Or equal as approved by the Engineer

PART 3 - NOT USED

END OF SECTION